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BUNCOMBE COUNTY
CITY OF ASHEVILLE
COUNCIL MINUTES

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FRONT

FRONT

Monday, May 16, 1949 -- 10:00 o'clock A. M.

The newly elected City Council held its organization meeting at 10 o'clock Monday, May 16, 1949 with Mayor C. E. Morgan presiding. The members of the City Council took the oath of office in a body, which oath was administered by Mr. J. Ed Swain, Clerk of the Superior Court, as follows:

COUNCILMEN: Clarence E. Morgan
C. Fred Brown
Earl W. Eller
Frank M. Mulvaney
James P. Adams
Walter I. Abernethy
Myron C. Peterson

[illegible] OF MAYOR

Mayor Morgan asked for nominations for Mayor. Councilman Mulvaney with words of tribute for the fine service rendered the City by Mayor Morgan nominated Mr. Morgan to serve as Mayor for another two years. Vice-Mayor Brown took over the chair and asked if there were any further nominations. Councilman Eller moved that the nominations be closed, which motion was seconded by Councilman Adams and unanimously adopted. A vote was then taken and Mr. C. E. Morgan was unanimously elected as Mayor.

Mayor Morgan thanked the Council for their continued confidence in him, and pledged himself with the support of the Council and the people of the City to conduct the office of Mayor to the best of his ability.

[illegible] OF VICE-MAYOR

Councilman Abernethy nominated Mr. C. Fred Brown to serve as Vice-Mayor. This motion was seconded by Councilman Peterson, and Mr. C. Fred Brown was unanimously elected to serve as Vice-Mayor.

[illegible]

Councilman Eller nominated Mr. P. M. Burdette for City Manager. This motion was seconded by Councilman Brown, and he was unanimously elected.

Mr. Burdette expressed his thanks for the renewed confidence shown him by the Council.

[illegible] COUNSEL

Councilman Brown nominated for Corporation Counsel Mr. Robert W. Wells. This motion was seconded by Councilman Peterson, and he was unanimously elected.

Mr. Wells thanked the Council for their confidence in him.

[illegible] CITY

Councilman Adams nominated Miss Margaret Simmons for City Clerk. This motion was seconded by Councilman Eller, and she was unanimously elected.

[illegible] OF THE CITY FUNDS

Councilman Eller moved that the depositories for city funds, being the Wachovia Bank & Trust Company, the First National Bank, and the Bank of Asheville, remain the same. This motion was seconded by Councilman Mulvaney, and unanimously adopted.

[illegible] CITY OFFICIALS [illegible]

Councilman Peterson moved that the bonds for city officials and employees remain the same. This motion was seconded by Councilman Adams, and unanimously adopted.

[illegible]
[illegible]
[illegible] OFFICE

The oath of office was administered to the City Manager, Corporation Counsel, and City Clerk by Mr. J. Ed Swain, Clerk of the Superior Court.

[illegible] WEEKLY MEETINGS

It was moved by Councilman Adams, seconded by Councilman Eller, that the time of the weekly meetings, on Thursday of Each week at 4:00 o'clock, remain the same. This motion was unanimously adopted.

[illegible] OF CITY OFFICIALS

It was moved by Councilman Brown, seconded by Councilman Mulvaney, that the salaries of city officials remain the same. This motion was unanimously adopted.

[illegible] HEADS AND CITY EMPLOYEES

City Manager Burdette announced that the present Directors of departments and city employees are re-appointed as of this date until some future date.

Mr. Burdette further announced that the Chamber of Commerce and the City of Asheville would be hosts to a number of Congressmen and their guests all day on Thursday of this week.

Mayor Morgan announced that this meeting would constitute the weekly meeting of the Council and that no meeting would be held on Thursday, May 19th unless some emergency arose.

There being no further business, the meeting was on motion adjourned.

C. E. Morgan
MAYOR

Margaret Lemmon
CITY CLERK

Thursday, May 26, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, May 26, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter J. Abernethy, F. M. Mulvaney, M. C. Peterson, C. Fred Brown, Earl W. Eller, James P. Adams, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition was presented to the Council signed by a number of residents in Biltmore complaining of the condition caused by the heavy trucks owned by Reed & Abee to the streets and dwellings in Biltmore.

Councilman Eller moved that this petition be referred to the Director of Public Safety. This motion was seconded by Councilman Abernethy and unanimously adopted.

Mr. R. R. Williams presented petitions signed by property owners within RA-8 residential district in Northeast Asheville, requesting that the zoning ordinance be amended so as to create a new zoned residential district to be known as RA-10.

Councilman Eller moved that this matter be referred to the Planning and Zoning Commission for report and recommendations. This motion was seconded by Councilman Mulvaney and unanimously adopted.

Dr. James Cherry and Mr. Frank Barber requested the Council to include in its budget the sum of $15,000 this year and $15,000 next year for the construction of an addition to the therapeutic wing at the Orthopedic Home, which will provide an operating room, wards, private rooms and a plaster room.

It was brought out during the discussion that the County of Buncombe has indicated its willingness to appropriate $5,000 this year for this construction, and that the addition of an operating room would make the Home a hospital and eligible for funds from the State and Duke Endowment.

Mayor Morgan assured the committee that the Council was in sympathy with their problem and that the matter would be given serious consideration in the preparation of the new budget.

A resolution fixing compensation of substitute Police Court Judge for certain duties performed was upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 525.

Ordinance 326, "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1949 AND ENDING MAY 31, 1950", was upon motion of Councilman Abernethy, seconded by Councilman Brown, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Adams voted "aye"
Councilman Mulvaney voted "aye"	Councilman Brown voted "aye"
Councilman Peterson voted "aye"	Councilman Eller voted "aye"
Mayor Morgan voted "aye"	

A resolution appointing three members of Library Board of City of Asheville was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 526.

A resolution authorizing Mayor to execute deed of correction to Mary G. Van Proyen was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 527.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Lemmon
CITY CLERK

Thursday, June 2, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 2, 1949, at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen M. C. Peterson, Earl W. Eller, F. M. Mulvaney, James P. Adams, Walter J. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

Ordinance #326, "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1949 AND ENDING MAY 31, 1950", was upon motion of Councilman Abernethy, seconded by Councilman Brown, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Adams voted "aye"
Councilman Mulvaney voted "aye"	Councilman Brown voted "aye"
Councilman Peterson voted "aye"	Councilman Eller voted "aye"

Councilman Adams introduced a resolution authorizing Mayor to execute lease to Asheville Art Museum, Inc., which was, upon motion of Councilman Adams, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 528.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 1st day of June, 1949, by and between CITY OF ASHEVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "LESSOR", and the ASHEVILLE ART MUSEUM, INC., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called LESSEE";

WITNESSETH:

That, subject to the terms and conditions herein set out, the Lessor does hereby lease and demise to the Lessee, and the Lessee does hereby accept as tenant of the Lessor, that certain building located on Grove Park property at the intersection of Celia Place and Charlotte Street, being immediately north of said Celia Place and immediately west of said Charlotte Street, in the City of Asheville, Buncombe County, North Caroline, to be used and occupied by the Lessee for no other purpose than as a free public museum for the term of five years, beginning June 1, 1949, and, unless sooner terminated as hereinafter provided, continuing until and including the 31st day of May, 1954. It is agreed that the Lessee shall have the right to extend the term of this lease for an additional period of five years beginning on the 1st day of June, 1954, provided the Lessee notifies in writing the Lessor of its intention to extend same, said notice to be given at least thirty days prior to the 1st day of June, 1954, and provided further that this lease shall not have been terminated as hereinafter provided. Said premises shall be rent free to said lessee. However, said premises are leased for and in consideration of the Lessee using, occupying and operating said premises as a public museum free to and for the benefit of the public, and the further consideration that the Lessee at its own expense keep said premises in good condition and repair, and in as good condition as the same now is, ordinary wear and tear and damage by fire excepted.

It is agreed that in the event said premises are used for any other purpose whatsoever, the Lessor shall have the right to terminate this lease and re-take possession of the premises.

It is agreed that in the event the Lessor requires the use of the leased premises for governmental purposes, the Lessor shall have the right to terminate this lease and re-take possession of the premises upon ninety days notice in writing to the Lessee.

The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

It is agreed that the Lessee will furnish and maintain an adequate fire insurance policy on said premises for the benefit of Lessor and Lessee as their interests may appear at all times during the existence of this lease.

It is agreed that the Lessee will furnish and maintain an adequate public liability policy for the protection of Lessee and Lessor, at all times during the existence of this lease.

It is understood that the above two paragraphs are required by the Lessor for its protection and the protection of the public primarily, and that the fire insurance and liability insurance carried shall be approved by the Lessor.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the said Lessee has caused these presents to be signed in its corporate name by its president and attested by its secretary, and its corporate seal to be hereunto affixed, the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

CITY OF ASHEVILLE

By_____
MAYOR

_____
City Clerk

ATTEST:

ASHEVILLE ART MUSEUM, INC.

By_____
President

_____
Secretary

City Manager Burdette presented a report from the Director of Public Safety concerning the [illegible] petition by residents of Biltmore regarding the Reed & Abee trucks, which report stated that Reed & Abee and the City would do everything possible to correct this situation.

City Manager Burdette presented a letter from the Board of Appeals regarding the establishment of a business area at the intersection of Pearson and Eagle Streets.

Councilman Abernethy moved that this matter be referred to the Planning and Zoning Commission for report and recommendation. This motion was seconded by Councilmen Adams and unanimously adopted.

A petition signed by property owners on Buttrick Street was presented, requesting that the zoning ordinance be amended to zone Hill and Buttrick Streets for business purposes.

Councilman Miller moved that this matter be referred to the Planning and Zoning Commission for report and recommendation. This motion was seconded by Councilmen Peterson and unanimously adopted.

City Manager Burdette presented an agreement between the City of Asheville and County of Buncombe regarding the bonded indebtedness of the Caney Valley District, which agreement is made a part of the minutes of this meeting.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

WHEREAS, Chapter 205, Private Laws of 1929, known as the City Extension Act, provides that the City of Asheville shall assume a portion of the bonded debt of all water and sewer districts in Buncombe County where part or parts of the territory of such districts are included within the boundary lines of the city as extended; and

WHEREAS, said act further provides that the percentage or portion of the bonded debt of said water and sewer districts to be assumed by the city shall be that percentage or portion of such bonded debt as the assessed valuation of the territory annexed to the city bears to the assessed valuation of the entire territory of such water and sewer district; and

WHEREAS, said act further provides that as soon as practicable the Mayor of the City of Asheville and the Chairman of the Board of County Commissioners of Buncombe County shall compute, determine and agree to the percentage hereinbefore referred to, to be assumed by the city; and

WHEREAS, said act further provides that said percentage agreed upon shall be made a part of the minutes of the proceedings of the Council of the city and of the proceedings of the Commissioners of the county; and

WHEREAS, said act further provides that the city levy annually a special tax of sufficient rate to pay the principal and interest of that part of said bonded debt so assumed as the same becomes due, and to pay over said proceeds to the Buncombe County Commissioners to be used by them for the payment of that portion of the principal and interest of the bonds of said water and sewer districts so assumed by the city; and

WHEREAS, said act further provides that when the city has assumed said portion of the bonded debt that then all pipe lines, both water and sewer, together with the other physical properties of said water and sewer districts located within the boundary lines of the city shall immediately become the property of the city; and

WHEREAS, the City of Asheville has heretofore assumed proportionate parts of the bonded debt of Fonverder, East Biltmore, Fairview, South Buncombe and Swannanoa districts; and

WHEREAS, the proportionate bonded debt of the Caney Valley District [illegible] assumed by the city;

NOW, THEREFORE, pursuant to the legislative act hereinbefore referred to, [illegible] by and between the Mayor of the City of Asheville and the Chairman of the Commissioners [illegible] that the City of Asheville shall and does hereby assume a percentage of [illegible], which said percentage is computed, determined and agreed upon to be the proportionate debtedness of the Caney Valley District, which said percentage is computed, determined and agreed upon to be the proportionate [illegible] 25.8622%, or $12,641.27, and the city hereby agrees to levy annually in the City of Asheville [illegible] tax of sufficient rate to pay the principal and interest of that part or proportion of said [illegible] so assumed; the schedule of annual dollar levies computed or levied of $[illegible] being [illegible] debt settlement is estimated to be as follows:

1949-1955	$642.06
1956-1965	770.48
1966-1975	899.89

C. E. Morgan
MAYOR, CITY OF ASHEVILLE

Coke Cansler
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
BUNCOMBE COUNTY

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday - June 9, 1949 -- 4:[illegible] o'clock P. M.

The City Council met in regular session Thursday, June 9, 1949, at 4:30 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, M. C. Peterson, James S. Adams, Earl W. Eller, F. M. Mulvaney, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel J. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

Mr. G. C. Wible, representing the Police Department, presented a petition to the Council requesting an increase in salary to the personnel of the Police Department in the amount of Thirty Dollars per month per person, and the granting of fifteen days sick leave each year, said sick leave to be accumulative up to a total of 120 days.

[illegible]

Mr. Joseph M. Clark, representing the Fire Department, presented a petition to the Council requesting an increase in salary to the personnel of the Fire Department in the amount of Thirty Dollars per month per person, and the granting of fifteen days sick leave each year, said sick leave to be accumulative up to a total of 120 days.

Mayor Morgan assured the committee that this matter would be taken into consideration in the preperation of the new budget.

[illegible]

Ordinance #326, "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DERIVING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1949 AND ENDING MAY 31, 1950", was upon motion of Councilman Abernethy, seconded by Councilman Brown, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Peterson voted "aye" — Councilman Eller voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 326

AN ORDINANCE LEVYING [illegible], AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE [illegible] BEGINNING JUNE 1, 1949 AND ENDING MAY 31, 1950

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or [illegible] the acts herein, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1949, to the thirty-first day of May, 1950, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1949, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The repeal of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transfereble or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or to anything hereinafter mentioned in this paragraph, may be required to appear in person before the director of finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Cabaretts.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-Hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1. Pawnbrokers	$ 1,000.00
2. Junk Dealers	1,000.00
3. Electrical Contractors	1,000.00
4. Electric Sign Contractors and Hangers	500.00
5. Plumbing Contractors	[illegible]
6. Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	[illegible]
Doing such work costing over $300.00	1,000.00
7. House Movers	[illegible]
8. Taxicabs	[illegible]

Section 5.

That whenever the word "person" is used in this ordinance, the same shall include "firms", "companies", "corporations", and "associations".

Section 6.

Where the amount to be paid for license depends upon the amount of gross sales or receipts, or other facts to be ascertained, it shall be the duty of persons applying for license to present to the Director of Finance a sworn statement of such gross sales or receipts during the preceding [illegible], or year, as the case may be, and such other and further proof as the Director of Finance may require to be rendered said Director of Finance; and in either case, the Director of Finance shall not be required to receipt for the money or issue any license until satisfactory proof is rendered. Where the amount for which the license is required is commenced after June 1, 1949, or the tax is upon gross sales or receipts during a term of one year; or if the amount of tax to be paid is measured by gross sales or receipts or facts to be ascertained, the license shall be issued upon a sworn statement as to such facts, and the payment thereon. Provided, however, that the Director of Finance shall have the right at any time to require of such licensee additional sworn statements as to the gross sales or receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7.

When any business is begun after Jan. 1, 1950 the licensee shall pay [illegible] the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 105, Schedule C, Subsection 5, Sub-section 5, of the Revenue Act of the State of North Carolina for 1939, as amended.

Section 8.

The adoption of this schedule of license tax shall not repeal the right [illegible] to license, alter, increase, or decrease, any or all of the license taxes [illegible] taxes on businesses, trades, or professions not herein taxed, at any time. And when any tax is due, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9.

Should any section, paragraph, sentence, clause, or phrase [illegible] unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10.

A separate license shall be required for each place [illegible], and every person [illegible] for which a license tax is required by this ordinance.

Section 11.

Any license issued under this ordinance shall be subject to revocation [illegible] a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager, or person in charge of the business, or employees, shall violate any provision of law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the business does, by reason of its nature or the manner or place in which it is conducted, constitute a menace or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is conducted after revocation or suspension of license, shall constitute a separate offense.

Section 12.

It shall be the duty of the Director of Finance to see that the [illegible] Court is furnished with a list of all unpaid license taxes for the fiscal year of 1949-50, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13.

That every person who shall violate any provision of this ordinance, or carry on any business, trade or vocation, or profession, on which a license tax has been fixed, without having paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14.

When a license is issued, it is presumed that the location of the business or the kind of business licensed is not prohibited by some other ordinance, however, if same is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

LICENSE SCHEDULE

Section 15

"A"

[illegible] - - -

repairing, storing, painting, or upholstering of motor vehicles, trailers, or semi-trailers, or engaged in the business of repairing, selling, and/or delivering of any tires, tools, batteries, electrical equipment, automotive accessories or supplies, including radios used for exclusive use in automobiles, motor fuel and/or lubricants, or any combination thereof, shall pay for each location where such business is carried on, a license tax, per annum - - -

[illegible], [illegible], [illegible]

[illegible] - - -

[illegible]; Pullman (1-berth); Pullman (1-car); Service [illegible]; [illegible]; [illegible] pressure equipment having [illegible] boilers [illegible] per annum - - -

) - - -

[illegible]

[illegible]

[illegible]

(c) [illegible].

[illegible] person, firm or corporation who for a fixed price, commission, fee or wage engages in the [illegible] business thereof, shall pay a license tax of, per annum - - -

"."

"."

"."

...

...

...

[illegible] 61

[illegible] street, sidewalk, or alley, a tax of 10 cents per lineal foot of such pipe line.

Provided, however, that no such pipe line shall be laid without first obtaining a license or permit therefor, which license or permit may be granted or refused in the discretion of the Council, in the interest of public convenience.

[illegible].

Every person, firm or corporation, engaged in the business of operating a gift or souvenir shop, shall pay a license tax of, per annum - - -

[illegible] ---------- [illegible]

[illegible], however, [illegible] collected from persons, firms or corporations operating [illegible]
[illegible].

[illegible], the [illegible] of any hotel, shall pay the following [illegible]

(a) [illegible]: [illegible] the European Plan for rooms in which rates per day [illegible]

[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]

(b) [illegible]: [illegible] the European Plan, for rooms in which rates per day [illegible]

[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]

Provided, however, the office, [illegible] room, parlor, kitchen and two other rooms shall not be considered [illegible] rooms in the hotel.

[illegible]--HEALING [illegible].

Every [illegible], firm or corporation engaged in the business of selling or distributing [illegible], shall pay a license tax of, per annum ----------

[illegible], [illegible]--[illegible].

Every person, firm or corporation engaged in the business of moving, demolishing, or wrecking [illegible] or other structures, shall pay a license tax of, per annum ----------

Provided, however, that this license is paid, license under second-hand building material [illegible]

[illegible].

Prohibited.

[illegible]--[illegible].

See "Mortgages".

[illegible]--[illegible] CERTAIN [illegible].

(a) Each retail dealer, per annum ----------

PROVIDED, that a retail tax shall not be collected from restaurants or drug stores who have paid [illegible] tax.

(b) Every [illegible], firm or corporation engaged in the business of manufacturing or distributing [illegible] or wholesale, shall pay a tax of one-eighth (1/8) of a cent for each gallon manufactured, sold, [illegible] Reports shall be made to the Director of Finance or such forms as he may approve on the 1st day [illegible] and a tax of one-eighth (1/8) of a cent per gallon, shall be paid within and at the time of making said report. [illegible] tax of one-eighth (1/8) of a cent per gallon, covering all such gross sales during the six months' period [illegible] For the purposes of this section, the words "ice cream" shall apply to ice cream, frozen custards, sherbets, [illegible] water ices and/or similar frozen products.

(c) Ice cream parlors, shall pay a license tax of, per annum ----------

License issued, subject to approval and supervision of the Health Department and before party [illegible] application can be granted a license, it will be necessary to have a written statement from the Health [illegible] Officer that the proposed method of handling ice cream is approved by him.

For the purposes of this section, "ice cream", shall apply to ice cream, frozen custards, sherbets, [illegible] ices, water ices, and/or similar frozen products.

ICE [illegible]--[illegible].

Every person, firm or corporation selling and/or delivering ice which has been purchased from a manufacturer who has paid the ice manufacturer's license, the tax shall be on each vehicle, per annum -----

Every person, firm or corporation selling and/or delivering ice which has been purchased from a manufacturer who has not paid the ice manufacturer's license, the tax shall be per vehicle, per annum -----

PROVIDED, however, that this shall not apply to persons, firms or corporations, who pay the license tax under "Ice manufacturers or dealers".

[illegible].

In each retail depot with electric refrigeration, [illegible] ----------

In each retail depot without electric refrigeration, [illegible] ----------

[illegible]--[illegible].

Any person, firm or corporation, [illegible] ----------

PROVIDED, that where the manufacturing plant is [illegible] within the City, shall pay a license tax of, [illegible] ----------

[illegible].

See "Agricultural Implements and Machinery".

[illegible].

Exempt by State Statutes.

[illegible] COMPANIES.

Exempt by State Statutes.

[illegible] AND ADJUSTERS.

Exempt by State Statutes.

[illegible]--FRATERNAL ORDERS.

Exempt by State Statutes.

[illegible]--TITLE.

See "Title Insurance".

[illegible] AND WALL-PAPER [illegible].

Every person, firm or corporation engaged in the [illegible] of interior decorating, shall pay a license tax as follows:

Wall-paper hanging, per annum ----------
Interior decorating, per annum ----------
Interior decorating does not include painting or wall-paper hanging.

"J"

[illegible].

Every person, firm or corporation operating a jewelry store, or shop, or selling [illegible] wares, shall pay a license tax of, per annum ----------

Every person, firm or corporation having a jewelry department, selling [illegible] what is commonly known as costume or ornamental jewelry and not engaged principally in the sale of jewelry, shall pay a license tax of, per annum ----------

[illegible] GAMES.

Every person, firm or corporation making key rings, tags, [illegible] ing for such purposes, shall pay a license tax of, per annum ----------

NOT PROBATED.

PROVIDED, that no person shall be allowed to make jewelry, [illegible] the property or on the streets, sidewalks, or alleyways of the City.

[illegible] REPAIR SHOPS--OR WATCH [illegible].

Every person, firm or corporation operating a jewelry or watch repair shop shall pay a license tax of, per annum ----------

PROVIDED, that where a jewelry shop or store pays a jewelry [illegible] hereunder.

[illegible].

Every person, firm or corporation engaged in the business of buying, and/or selling or dealing in what is commonly known as junk, including scrap metals, [illegible], waste paper, waste [illegible], waste cloth and cordage of every nature, kind and description, shall apply for and obtain a license for the privilege of engaging in such business and shall pay for such license as annual tax for each location where such business is carried on ----------

Any person, firm or corporation desiring a license hereunder, must first make application in person to the City Manager, and will be required to furnish justified bond in the sum of $1,000.00 conditioned according to the City Ordinance applicable thereto.

"K"

[illegible], Sec.

[illegible], or offering for sale [illegible] or supplies [illegible] - - -

See "Goods, Wares and Merchandise".

See "Brokers".

See "Riding Devices".

See "Contractors and Construction Companies".

See "Pistols".

See "Bowie Knives".

See "Creameries and Dairies".

.

, ... dealing in millinery, shall pay a license tax of, per an- ... $25.00

..., firm or corporation selling millinery where the gross sales do ... 50.00

.

See "Peddlers".

.

, firm or corporation engaged in the business of erecting, manufacturing, ... , or articles of like kind, shall pay a ...

.

, firm or corporation manufacturing or assembling mops or brooms, shall pay a ...

.

See "Automobiles, motorcycles, motor vehicles--Dealers in".

.

, shall, for ... exhibiting a moving picture or vaudeville show, enter- ... license tax as follows:

... seating capacity of less than 500 ... $100.00
... seating capacity of 500 or less than 1,000 ... 175.00
... seating capacity of over 1,000 ... 250.00

... within the territory embraced within the two (2) miles from the business center ... the term "business center" being defined as the ... Asheville), the territory in which such building ... subsequent to January 1, 1933, the license tax shall ... 100.00

... or other persons tellers, clairvoyants and similar crafts ...

... and all other forms of amusement not otherwise taxed or specifically ... exhibition is given, every person, firm or corporation engaged in ... license tax on each room, hall, or tent where such admission charges are ... 25.00

... See "Theatres".

.

Exempt by State Statutes.

.

... firm or corporation multigraphing or mimeographing letters, circulars or ... for compensation, shall pay a license tax of, per annum, as follows:

... machines ... $10.00
... machines ... 15.00
... machines or more ... 25.00

"N"

.

Exempt by State Statutes.

.

... shall, for ... newspaper contest, shall pay a license tax as follows:

... weekly newspapers, magazines or periodicals ... $25.00
... daily newspapers ... 100.00

.

Per annum ... $2.50

.

Prohibited.

.

Per annum ... $25.00

.

... person, firm or corporation ... , shall pay a license tax of, per annum ...

PROVIDED, if person ... warehouses in ... , a license tax shall be collected. "

"O"

.

Exempt by State Statutes.

.

... person, firm or corporation ... shall pay a license tax of, per ...

.

See "Fuel Oil".

.

(a) Every person, firm or corporation ... for the distribution or sale of the articles hereinafter enumerated, shall pay a license tax ... , as follows:

PROVIDED, that this shall not apply to ... in the distribution or sale of the commodities enumerated.

(b) Every person, firm or corporation ... , shall pay a license tax of, per annum ...

(c) Every person, firm or corporation ... shall pay a license tax of, per annum ...

.

See "Chautauquas".

.

Every person, firm or corporation ... license tax of, per annum ...

At retail, per annum ...

PROVIDED, however, ... license tax shall not be collected ... physicians, optometrists, or oculists.

.

Exempt by State Statutes.

.

Exempt by State Statutes.

.

Every person, firm or corporation ... sale, any of the articles hereinafter enumerated, shall pay ... a special license tax, per annum, as follows:

For pianos and/or ... machines or cylinder records, and/or the sale ... records for ... or all of these instruments ...

For each traveling representative or agent ... radios, or radio accessories, victrolas, or other instruments ... sale of records for either or all of these instruments ...

.

Organ or piano tuners or repairers, per annum ...
Itinerant, per annum ... 50.00

.

Per annum ... $25.00

"P"

PACKING HOUSES.

Every person, firm or corporation who shall own, control or operate a fruit packing house, or every person, firm or corporation who shall own, control, lease, or rent and operates a cold storage warehouse in connection with a fruit packing house, shall pay, for each such packing house or cold storage warehouse, a license tax of $50.00

PAINTINGS.

See "Statuary and Paintings".

PAWNBROKERS.

Every person, firm or corporation who shall own or operate a loan or pawnbroker office, shall pay a license tax of $250.00

PEDDLERS.

Every person, firm or corporation who shall engage in the sale or distribution of paper or paper products, shall pay a license tax of $10.00

Every person, firm or corporation who shall engage in the sale or distribution of paper products, the license tax shall be ..... $

PEDDLING.

Every person, firm or corporation who shall engage in the business of peddling goods, wares or merchandise, for profit, where other service is not rendered, shall pay a license tax of ..... $

Every person, firm or corporation who shall engage in the business of peddling goods, wares or merchandise, where other service is rendered, shall pay a license tax of ..... $

PEDDLING--FRUITS AND PRODUCE.

Every person, firm or corporation who shall engage in the business of peddling fruits and produce, shall pay a license tax of, per annum $200

Every vehicle used shall also be assessed a license tax, for each such tax is paid.

PEDDLING--TRUCKS IN.

Every person, firm or corporation, or agent thereof, by whatever name or style he may, pretend or designate himself, who shall engage in the business of peddling ..... $

, , , ,

FRONT

asheville.

".....".

.....

.....

.....

"

- - - -

...adjourned.

C. E. Morgan

Margaret Simmons
CITY CLERK

Thursday, June 16, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, June 16, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen M. C. Peterson, C. Fred Brown, Walter I. Abernethy, F. M. Mulvaney, James P. Adams, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

As a result of two recent drownings in the county, Coroner P. R. Terry presented a request that the city and county pool operators exercise greater vigilance, that life guards remain at their posts and not engage in conversation with visitors to the pools and that signs forbidding conversation be posted where visitors could see them, and that there should be resuscitator equipment at each public swimming pool.

Councilman Adams moved that this letter be received as information, and that the Director of Public Safety be instructed to make a study to see that every precaution is being taken for the safety of the public at each swimming pool and that a report be made back to the Council. This motion was seconded by Councilman Brown and unanimously adopted.

PETITION - RESURFACING OF DORCHESTER AVENUE

A petition signed by residents of Dorchester Avenue was presented requesting that Dorchester Avenue be resurfaced from the intersection of said Avenue with Haywood Road to the intersection with County Road.

Councilman Brown moved that this matter be referred to the Director of Public Works for report and recommendations. This motion was seconded by Councilman Mulvaney and unanimously adopted.

PETITION - IMPROVEMENTS IN NORWOOD PARK AREA

A petition signed by residents in the Norwood Park area was presented requesting resurfacing of streets, installation of additional lights, and other improvements in this area.

Councilman Adams moved that this matter be referred to the Director of Public Works for report and recommendations. This motion was seconded by Councilman Peterson and unanimously adopted.

MAJESTIC AVENUE - CHANGE TO BRUMONT CIRCLE

Councilman Abernethy introduced a resolution changing the name of Majestic Avenue to Brumont Circle, which was upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 529.

MEMORIAL STADIUM - GATEWAY

A request to be considered when the budget is prepared was presented asking the city to make a donation to the Memorial Gateway to be erected at Memorial Stadium.

ASTON PARK - REQUEST FOR CHILDREN'S POOL

The Rev. J. C. Duncan and Captain E. V. Farmer presented a request for a swimming pool in Aston Park.

Mayor Morgan assured the committee that the Council would give this matter every consideration.

NEGRO POLICE

Dr. Robert Hendrick, spokesman for the Asheville and Buncombe County Citizens Organization appeared before the Council to request a total of eight negro policemen and one patrol car.

Mayor Morgan thanked Dr. Hendrick for his presentation of this matter, and assured him that it would be given serious consideration.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 23, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, June 23, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, F. M. Mulvaney, M. C. Peterson, Walter I. Abernethy, James P. Adams, City Manager P. M. Burdette, and Corporation Counsel R. W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

BOXING AND WRESTLING COMMISSION - APPOINTMENT OF J. Y. JORDAN, JR., JIMMY E. CRAWFORD and PAUL F. PETILLO

Councilman Abernethy introduced a resolution appointing a Boxing and Wrestling Commission for the City of Asheville, which was upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 530

SINKING FUND COMMISSION - APPOINTMENT OF R. F. PHILLIPS AS COMMISSIONER NUMBER FOUR

Councilman Eller introduced a resolution appointing Robert F. Phillips as Commissioner Number Four of the Sinking Fund Commission for Buncombe County, which was upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 531.

PETITION - REQUEST FOR ADDITIONAL WATER FROM CANEY VALLEY WATER AND SEWER DISTRICT

A petition signed by residents of the Caney Valley Water and Sewer District was presented requesting that arrangements be made to increase the water supply in this district.

Mr. John C. Vance told the Council that the problem could be solved only by the construction of a new reservoir in the West Asheville section.

Councilman Eller moved that this petition be referred to the Director of Public Works for investigation and report. This motion was seconded by Councilman Brown and unanimously adopted.

SWIMMING POOLS - REPORT ON SAFETY PRECAUTIONS

City Manager Burdette presented a report from the Director of Public Safety on the safety precautions being taken at the city swimming pools, which report stated that the city pools have a sufficient number of qualified competent identified life guards and sufficient quantity of safety equipment to operate the pools during ordinary and normal conditions.

Councilman Brown moved that this report be filed as a matter of record, which motion was seconded by Councilman Mulvaney and unanimously adopted.

BILTMORE UNDERPASS

Mr. T. W. Raoul and Mr. Canie M. Brown appeared before the Council to request that steps be taken to build an underpass where the Southern Railway tracks cross Biltmore Avenue at Biltmore, which underpass was originally proposed some 23 years ago, and suggested that its construction might be financed by the State Highway Commission and the Southern Railway System.

Councilman Eller moved that this matter be referred to the City Manager for investigation and report, which motion was seconded by Councilman Brown and unanimously adopted.

PLANNING COUNCIL - REQUEST FOR FUNDS FOR HOSPITAL CARE OF INDIGENT SICK

General John E. Sloan, spokesman for the Planning Council and representing the hospitals in the city, appeared before the Council and stated that it had been determined by the hospitals that the amount of $83,470 would be required next year to care for the indigent sick of the city and county. He stated that the County Commissioners had tentatively agreed to appropriate $60,000 for this purpose, and requested the City of Asheville to appropriate the remainder of the total.

Mayor Morgan assured him that this request would be given consideration in the preparation of the new budget.

CHAMBER OF COMMERCE - REQUEST FOR FUNDS FOR ADVERTISING

Mr. Robert F. Phillips, President of the Chamber of Commerce, appeared before the Council to request that the City appropriate $25,212 for the Chamber of Commerce for advertising during the new fiscal year. Also speaking in this behalf were Mr. John W. Spicer, Mr. Louis Lipinsky, Mr. Colvin White, and Mr. Arthur Jones.

Mayor Morgan assured the committee that the request would be given serious consideration.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 30, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 30, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, Earl W. Eller, James P. Adams, F. M. Mulvaney, M. C. Peterson, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette presented a communication from the City School Board requesting that the city appropriate $34,600.00 for a music program in the city schools, and that an area at least the size of a basketball court be surfaced for all-weather use on each school grounds.

Councilman Abernethy moved that this request be referred to the City Manager for study and consideration in the preparation of the budget, which motion was seconded by Councilman Peterson and unanimously adopted.

Councilman Eller introduced Ordinance No. 327, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", this being the date set for the public hearing on said ordinance. Whereupon, said ordinance was upon motion of Councilman Eller, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson Voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

Councilman Mulvaney introduced a resolution authorizing the City Manager to use as a temporary budget for the month of July, 1949, the sum of $80,000.00, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 532.

Councilman Adams introduced Ordinance No. 328, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", this being the date set for the public hearing on said ordinance.

Mr. R. R. Williams, spokesman for a group of residents in the Grove Park section, urged the adoption of this ordinance.

Mr. S. G. Bernard, speaking for Mrs. Eugenia Berger, stated that Mrs. Berger did not object to the outlawing of apartment houses but considered certain other provisions of the ordinance as being too strict.

Mr. Theodore B. Sumner contended that the ordinance as drawn was not that on which residents of the section had agreed and asked the Council to refer the question back to the Planning and Zoning Commission.

Mr. Grover, appearing for the Biltmore Industries, opposed the passage of the ordinance.

Whereupon, said ordinance was, upon motion of Councilman Adams, seconded by Councilman Eller, and after being read in full, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

Mrs. Wilma Hodges, President of the Buncombe County Chapter of Gold Star Mothers of America invited the Council to attend the dedication and unveiling of the Memorial to the War Dead of this County at Green Hills Cemetery on Sunday, July 10, at 3:00 P. M.

There being no further business the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 7, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, July 7, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, M. C. Peterson, Walter I. Abernethy, C. Fred Brown, F. M. Mulvaney, James P. Adams, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #327, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was upon motion of Councilman Eller, seconded by Councilman Adams, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted aye
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Mr. Anthony Redmond, secretary of the Planning and Zoning Commission, and stated that it was his opinion that it was not necessary for the Planning and Zoning Commission to hold a public hearing upon proposed amendments to the zoning ordinance, said public hearings being held by the City Council; and that the Planning and Zoning Commission recommended the proposed amendment to the zoning ordinance in accordance with petition filed by property owners requesting such change.

Mr. R. R. Williams and Mr. Stanford Webb spoke briefly in favor of said amendment.

Whereupon, Ordinance #328, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was upon motion of Councilman Adams, seconded by Councilman Eller, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Resolution appointing substitute judge of the Police Court of the City of Asheville and fixing the compensation of said substitute judge was introduced by Councilman Eller, which resolution was, upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #2 page 533.

Councilman Brown introduced a resolution fixing compensation of substitute solicitor of Police Court of the City of Asheville, which resolution was, upon motion of Councilman Brown, seconded by Councilman Peterson, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #2 page 534.

A lengthy discussion of the hospital situation followed a report by Mr. Peterson of a meeting held by the planning group studying the formation of a hospital collection agency and credit bureau. Mr. Peterson attended the meeting as a private citizen and not as a council delegate. The council declined to accept an invitation to appoint a member to the committee.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 14, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 14, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, Earl W. Eller, James P. Adams, F. M. Mulvaney, M. C. Peterson, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #328, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Adams, seconded by Councilman Eller, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

ORDINANCE No. 328

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby amended as follows:

That sub-section A. of Section 2 of said Ordinance #322 be and is hereby repealed, and a new sub-section A. be and is hereby enacted in lieu of said sub-section as follows:

A. In order to regulate and limit the height and size of buildings; to regulate and limit the intensity of the use of lot areas; to regulate and determine the areas of open spaces within the surrounding buildings; to classify, regulate and restrict the location of trades and industries; and the location of buildings designed for specified industrial, business, residential and other uses, the City of Asheville, North Carolina is hereby divided into districts of which there shall be seven (7) known as:

1. RA-10 Residential District
2. RA-8 Residential District
3. RA-6 Residential District

4. RA-5 Residential District
5. Neighborhood Trading Area
6. Business District
7. Industrial District

Section 2. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby further amended as follows:

That a new section known as Section 2.1 be and is hereby enacted for insertion between Section 2 and Section 3 of said Ordinance #322, which said Section 2.1 is as follows:

Section 2.1

RA-10 RESIDENTIAL DISTRICT

A. Uses Permitted.

In this district a building or land shall be used only for the following purposes:

1. Single family dwellings.
2. Public schools, elementary high and educational institutions having a curriculum the same as ordinarily given in public schools.
3. Libraries and community centers.
4. Churches.
5. Municipally owned or operated parks and playgrounds.
6. Golf course, except miniature courses and driving tees operated for commercial purposes, club buildings, clubs, excepting those, the chief activity of which is a service customarily carried on as a business.
7. Accessory buildings, including one private garage or servants' quarters, where located not less than seventy (70) feet from the front lot line nor less than seven and one-half (7½) feet from any other lot line provided, however, that servants' quarters may be erected above private garages or private stables and a private garage may be constructed as a part of the main building or attached to it by a covered passage.
8. Church or public building bulletin board, lighted or unlighted, not exceeding twelve (12) square feet in area.
9. Home occupations as hereinafter defined.

Cemeteries, graveyards, receiving vaults, crematories, burial vaults shall not be permitted in any residential district.

B. Building Height Limit.

No structure shall exceed two and one half stories or thirty-five feet in height and two and one half stories if the depth of front and total width of side yards required herein shall be increased one foot for each foot of building height in excess of thirty-five feet.

C. Building Site Area Required.

The minimum building site area shall be one lot or a parcel of land ten thousand (10,000) square feet in area for each main building. Such parcel of land shall have an average width of at least eighty (80) feet. When a lot or parcel of land has an area of less than the above required minimum area and width and was of record at the time of passage of this ordinance, said lot may be occupied by one family, provided, however, that the minimum side and front yard requirements set out in this section are conformed to.

D. Front Yard Required.

There shall be a front yard having a depth of not less than forty (40) feet measured from the front property line to the front line of the main building. Where lots comprising twenty-five (25) per cent or more of the frontage on the same street within the block are developed with buildings having an average front yard with a variation in depth of not more than eight (8) feet, no building hereafter erected or structurally altered shall project beyond the average front yard so established provided this regulation shall not be so construed as to require a front yard depth of more than forty (40) feet. Provided, further, no front yard depth need exceed the average provided for the two adjoining buildings, one on either side thereof, if such two adjoining buildings are less than 200 feet apart. Provided, further that when the geographic grade or contour of a lot is such that compliance with this section is impossible or will impose an undue hardship upon the property owner, the Board of Adjustment will establish a front yard depth suitable and practical for such lot.

Where lots have a double frontage the required front yard shall be provided on both streets.

E. Side Yard Required.

There shall be a side yard on each side of the main building having a width of not less than twelve (12) feet and the total width of said side yards shall not be less than twenty-five (25) per cent of the lot width, measured at the front line of the main building.

F. Rear Yard Required.

There shall be a rear yard having a depth of not less than thirty (30) per cent of the average lot depth. Provided, however, an accessory building, as defined herein, may be located in a rear yard if an open unoccupied area equal to the rear yard requirement expressed in square feet is provided between the rear line of the main building and the rear lot line.

G. Signs.

A billboard, signboard or advertising sign shall in no case be permitted as an accessory use. The placing of a "for sale" or "for rent" sign not exceeding four square feet in area shall, however, be permitted.

H. Off-Street Parking Requirements.

No building shall be erected in a residential zone unless there is provided on such building lot or premises, conveniently accessible from the street, a garage or such open space in the rear or side of such lot or premises as will be adequate for the storage on the said lot or premises of at least one automobile. The location and dimensions of such garages or open spaces for the storage of such automobile and the way of access thereto from the street, shall be designated and described upon the plans and specifications of such building in sufficient detail to enable the building inspector to determine therefrom whether or not the provisions of this section are being complied with.

I. Corner Lots.

On corner lots the side yard regulations shall apply to the street side of the lot except in the case of reversed frontage where the corner lot faces an intersecting street. In this case, there shall be a side yard on the street side of the corner lot of not less than fifty (50) per cent of the front yard required on lots in the rear of such corner lot, and no accessory building on said corner lot, shall extend beyond the front yard line of the lots in the rear; provided, further, that this regulation shall not be so interpreted as to reduce the building width of a corner lot facing an intersecting street and as of record at the time of the passage of this ordinance to less than twenty-eight (28) feet, nor to prohibit the erection of an accessory building where this regulation cannot reasonably be complied with.

Section 3. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby further amended as follows:

That the property bounded and described as follows be and is hereby re-zoned from RA-8 Residential District to RA-10 Residential District:

BEGINNING at a point west of Kimberly Avenue and north of the property of Grace High School, which said point is at the intersection of the Asheville City Limit line with that common line which is the western boundary line of an RA-8 Residential District and which is also the eastern boundary line of an RA-6 Residential District as shown on said Zoning Map; thence runs in a southerly direction with said common line as shown on said Zoning Map to a point in the rear line of the western most lot of record south of and abutting on Evelyn Place where it intersects Murdock Avenue; thence runs in an easterly direction with the rear lines of the lots south of and abutting on said Evelyn Place to a point, being the southwest corner of the lot of record which said lot is located at the corner of Evelyn Place and Gertrude Place; thence runs in a northerly direction with the western boundary line of said corner lot to the southern margin of Evelyn Place; thence crossing said Evelyn Place to a point in the northern margin of Evelyn Place, which said point is approximately 250 feet from the intersection of the north margin of Evelyn Place and the western margin of Charlotte Street and is also the southwest corner of the third lot of redord between the western margin of Charlotte Street and said point; thence with the western boundary line of said lot in a northerly direction to and with the rear lot lines of property abutting on the west side of Charlotte Street to the northwest corner of the lot of record designated as Lot 3, Sheet 3, Ward 9 on the City of Asheville Tax Maps, and any and all references to lots, sheets and wards hereinafter also refer to City of Asheville Tax Maps; thence runs in an easterly direction with the northern line of said lot to the west margin of Charlotte Street; thence crossing Charlotte Street in an easterly direction to the southwest corner of the lot of record designated as Lot 8, Sheet 3, Ward 9 on the corner of Charlotte Street and Woodlink Road, thence runs in an easterly direction with the southern boundary line of said lot and in an easterly direction to and with the rear lot lines of property abutting on the south side of Woodlink Road to Macon Avenue; thence crossing Macon Avenue to the southwest corner of the lot of record designated as Lot 50, Sheet 4, Ward 9; thence with the south line of said lot an easterly direction to the southeast corner of said lot, runs thence in a northerly direction to and with the rear lot line of the property abutting on the east side of Macon Avenue (also sometimes known as Automobile Road), provided that where the rear lot line of lots abutting on said eastern margin of Macon Avenue (Automobile Road) are in excess of 250 feet from said eastern margin of Macon Avenue (Automobile Road) the boundary line shall be a line 250 feet from said eastern margin of Macon Avenue (Automobile Road) to a point in the southern line of the lot or tract of record designated as Lot 4, Sheet 5, Ward 9, thence runs in an easterly direction with the southern line of said lot to the Asheville City Limit line, thence runs with said City Limit Line in a northerly direction and then in a westerly direction to the point of BEGINNING.

Section 4. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 3 above in said zoning map.

Section 5. If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 6. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 7. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 30 day of June, 1949.

James P. Adams
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 14th day of July, 1949, to become effective 29th day of July, 1949.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

ORDINANCE #327 - AMENDING ORDINANCE #322

Ordinance #327, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of

Councilman Eller, seconded by Councilman Adams, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Mayor Morgan voted "aye"

ORDINANCE NO. 327

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be amended as follows:

That the property bounded and described as follows be and is hereby re-zoned from RA-5 Residential District to Business District:

BEGINNING at a point in the western margin of Edgewood Avenue, being the northeast corner of the lot of record located at the northwest corner of the intersection of Edgewood Avenue and Hill Street; thence runs in a westerly direction with the northern line of said lot and with the rear lot lines of property abutting on the northern side of Hill Street approximately 100 feet to the northwest corner of the lot of record designated as Lot 245, Sheet 15, Ward 3 on City of Asheville Tax Maps, and any reference hereinafter made to Lot, Sheet and Ward refers to the City of Asheville Tax Maps; thence runs with the western line of said lot in a southerly direction and crossing Hill Street to the northwest corner of a lot of record abutting on the south margin of Hill Street and designated as Lot 41, Sheet 15, Ward 3; thence runs in a southerly direction with the western line of said lot and with the rear lot lines of property abutting on the western margin of Buttrick Street to the present Business District as shown on said Zoning Map; thence runs in an easterly direction with said business district crossing Buttrick Street to the southwest corner of a lot of record abutting on the eastern margin of Buttrick Street and designated as Lot 101, Sheet 14, Ward 3; thence runs with the southern line of said lot and the line of present business district to the southeastern corner of said lot; thence in a northerly direction with the rear lot lines of property abutting on the east side of Buttrick Street to the south margin of Hill Street; thence crossing Hill Street to a point in the northern margin of Hill Street, said point being 100 feet in an easterly direction from the intersection of Hill Street with the eastern margin of Edgewood Avenue; thence runs on a line at right angle to said margin of Hill Street in a northerly direction 100 feet to a point; thence turning a 90 deg. angle in a westerly direction running approximately 100 feet to the eastern margin of Edgewood Avenue; thence crossing Edgewood Avenue to the BEGINNING.

Section 2. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be further amended as follows:

That the property bounded and described as follows be and is hereby re-zoned from RA-5 Residential District to Business District:

BEING the lots of record designated as Lots 42, 43, 44, 45, 46, 37, 36, 47, 47½, 48, 49, 50, 30, 29, 27, 28, 54, 130, 135, 136, 137, 138 3/4, 138¼, and 139, Sheet 1, Ward 1 on City of Asheville Tax Maps; it being the intention hereof and hereby to re-zone from RA-5 Residential District as shown on said Zoning Map to Business District all lots on the northeast and northwest margins of Eagle Street to and including the intersection thereof with Hazzard Street, together with certain isolated lots on the southern margin of Brick Street.

Section 3. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Sections 1 and 2 above in said zoning map.

Section 4. If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 5. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 6. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 30 day of June, 1949.

E. W. Eller
COUNCILMAN

SECONDED BY: James P. Adams
COUNCILMAN

Read, approved and adopted, this 14th day of July, 1949, to become effective 29th day of July, 1949.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

[illegible] - CITY [illegible]
[illegible], 1950

City Manager Burdette presented resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1949 and ending June 30, 1950, which resolution was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 535.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 21, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 21, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, Walter I. Abernethy, Earl W. Eller, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette presented a letter of resignation signed by Thomas D. Osborne, Robert A. Stevens, Bretney Smith, Gene Ochsenreiter, and Arnold N. Vanderhoof, members of the Advisory Board on Smoke Abatement.

Asheville, North Carolina
July 18, 1949

The Mayor and City Council,
Asheville, North Carolina.

Gentlemen:

Your Advisory Board on Smoke Abatement has met to consider the letter of the City Manager, dated July 13th, addressed to the Chairman of this Board, in which he is informed of the reorganization, by City Council order, of the office of Smoke Abatement.

It is the opinion of the Board that this order has established a drastic change in the City policy on Smoke Abatement. This change of policy has been effected without any reference to this Board. It is the Board's opinion that the policy is entirely inadequate to cope with the requirements of the situation and doubts very seriously if the results that can be expected warrant the expenditures involved. It furthermore feels that it has made the future existence of this Board useless.

Therefore, in consideration of the citizens by whom the members of the Board were nominated, of the City Council by whom they were appointed, and of those whose duty it will be to carry out this policy, the members of Advisory Board on Smoke Abatement respectfully herewith submit their resignations.

If, in the opinion of the City Council, it should seem desirable to reconsider this subject with the view of promulgating a policy on Smoke Abatement in which the undersigners can concur, the City Council is assured they will be glad to serve the City of Asheville, either individually or collectively, in any manner which they feel will obtain the results in Smoke Abatement that are desired by all.

Very respectfully,

Thos. D. Osborne
Robert A. Stevens
Bretney Smith
Gene Ochsenreiter
Arnold N. Vanderhoof
Chairman of the Board

Councilman Brown moved that action be deferred on this matter, which motion was seconded by Councilman Eller and unanimously adopted.

[illegible] FIRE DEPARTMENTS -
REQUEST FOR WAGE INCREASE

Mr. J. C. Ballard, member of the Executive Board of Central Labor Union, and spokesman for the Police and Fire Departments, appeared before the Council to renew the request of members of these departments for a $30.00 a month pay raise.

Others who spoke in favor of the raise were H. E. Setzer, president of the Building Trades Council; J. A. Huntsinger, president of Enka local of Textile Workers' Union; T. R. Freeman, organizer for the Upholsterers' International Union; John Piercey of the Textile Workers' Union; T. R. Freeman, organizer for the Upholsterers' International Union; Rockwell-Ballew Post of the American Legion; and A. Liston Sams, president of Central Labor Union.

Councilman Brown stated that it was not a question of what the City Council would like to do, but what the city was able to do in its present financial condition, taking into consideration the [illegible] by the various departments of the city, the bonded debt of the city, and the revenues received by the city. Similar views were expressed by other members of the Council.

City Manager Burdette told the delegation he would go into the matter thoroughly next week with a committee representing the labor groups.

Mr. David J. Wilkinson, on behalf of the Carolina Motor Club and the American Automobile Association, presented a plaque to the Council honoring Asheville for its record of no pedestrian deaths in 1948.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Sommons
CITY CLERK

Thursday, July 28, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, July 28, 1949, at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen M. C. Peterson, Earl W. Eller, F. M. Mulvaney, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

City Manager Burdette presented a letter from J. W. Byers, Secretary of Asheville School Board enclosing the resignation of Mr. Eugene Ochsenreiter as a member of the School Board.

July 28, 1949

Mr. P. M. Burdett, City Manager
Asheville, N. C.

Dear Mr. Burdett:

Attached is a letter of resignation from Mr. Gene Ochsenreiter. The members of the school board and administrative staff sincerely regrets to lose Mr. Ochsenreiter. He has represented the people of Asheville as a member of the City School Board in a most capable manner.

Since our school board is facing some big problems, we would appreciate action in filling this vacancy at the earliest possible date.

Our board meets Monday, August 1st. To have a full board at that time will be highly desirable.

Yours very truly,

J. W. Byers, Sec.
Asheville School Board

July 27, 1949

Mr. Herbert Johnson, Chairman,
Asheville City School Board,
City Hall Building,
Asheville, N. C.

Dear Herbert:

This letter will serve to confirm the announcement I made to you and the rest of the School Board at a call meeting at the Battery Park that effective August 1st, 1949, I offer for acceptance my resignation as a School Board member as of that date.

It has been a wonderful association and experience and I know of no greater service that a citizen could render than to serve on the School Board, however, under your leadership with the other members of the Board and the fine Superintendent, Mr. J. W. Byers and Mr. Connors, the Business Manager, I am sure that you will continue to make progress. I wish you and the Board the greatest of success.

Yours very truly,

Gene Ochsenreiter
Eugene C. Ochsenreiter

Councilman Eller moved that Mr. Ochsenreiter's resignation be accepted with sincere regrets. This motion was seconded by Councilman Mulvaney and unanimously adopted.

Councilman Abernethy introduced a resolution appointing member of Asheville School Board, which resolution was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #2 page 536.

Councilman Peterson introduced a resolution authorizing Mayor to execute supplemental agreement with United States, which resolution was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #2 page 537.

SUPPLEMENTAL AGREEMENT

Lease No. VA4[illegible]-[illegible]-74

THIS SUPPLEMENTAL AGREEMENT made and entered into this ____ day of _____ nineteen hundred and forty-nine by and between CITY OF ASHEVILLE, NORTH CAROLINA whose address is Asheville City Hall, Asheville, N. C. hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government.

Whereas, the parties hereto have heretofore entered into a certain lease dated November 1, 1947, whereby the Lessor leased to the Government the following described premises: Approximately 17,[illegible] square feet of office space on the fourth and fifth floors of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House at Asheville, North Carolina, said space consisting of approximately 6,588 square feet of space on the fourth floor, designated as being the entire fourth floor and 7,102 square feet of space on the fifth floor, designated as being the entire fifth floor.

Whereas said lease was amended May 7, 1947 to relinquish approximately 7,102 square feet being the entire fifth floor of said building, effective May 31, 1947; and,

Whereas said lease was further amended February 24, 1948 to relinquish approximately 2,256 square feet of space being described as rooms numbered 418, 417, 416, 415, 414, 413, 411, and the western part of room number 410 in said building; and,

Whereas said lease was further amended August 26, 1948 to relinquish approximately 1,552 square feet of space, being identified as all of the space on the fourth floor of the said building covered by the lease except rooms numbered 401, 402, 403, 419, 420, 421, 422, 423 and partitioned lobby space designated as room number 400; and,

Now, therefore, the parties hereto do hereby amend said lease effective July 31, 1949, in the following respects:

1. Paragraph two (2) on page (1) of said lease is hereby amended so as to recite as follows:

"2. The lessor hereby leases to the Government the following described premises, viz:

Approximately 2,252 square feet of office space on the fourth floor of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House at Asheville, North Carolina, said space being designated as rooms numbered 401, 402, 419, 420, 421, 422, 423 and partitioned lobby space now numbered room 400, to be used for governmental purposes."

2. Paragraph seven (7) on page two (2) of the lease is hereby amended so as to recite as follows:

"7. The Government shall pay the Lessor for the premises rent at the following rate: $[illegible] per month, payable at the end of each month.

It is further mutually understood and agreed by and between the said parties, that all of the other terms, conditions and provisions of said lease, as amended, shall remain in full force and effect, as therein provided.

In Witness Whereof, the parties have hereunto subscribed their names as of the date first above written.

In presence of:

_____

_____
Address

CITY OF ASHEVILLE, NORTH CAROLINA

By _____
Mayor

UNITED STATES OF AMERICA

By _____
J. P. Delamus, Manager
VA Regional Office, Winston
Salem, N. C.

I, _____, certify that I am the _____ of the corporation named as Lessor in the attached supplemental agreement; that _____ who signed said supplemental agreement on behalf of the Lessor, was then _____ of said corporation; that said supplemental agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ (Corporate Seal)

_____

Miss Fannie B. McCoy presented petitions signed by approximately 240 property owners requesting that rent controls be removed in the City of Asheville. Also speaking in this behalf was Mr. A. L. Carver.

Councilman Mulvaney moved that this matter be referred to the City Manager and Corporation Counsel for study, which motion was seconded by Councilman Peterson, and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Sommons
CITY CLERK

Thursday, August 4, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, August 4, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, M. C. Peterson, F. M. Mulvaney, James P. Adams, C. Brad Brown, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette presented a request from the Merchants Association for restoration of a $5,000 cut in the advertising appropriation for the Chamber of Commerce.

Councilman Brown moved that an amount of not more than $5,000.00 from the contingent fund be earmarked for advertising the Blue Ridge Parkway if it is opened this year. This motion was seconded by Councilman Eller and unanimously adopted.

Councilman Adams introduced Ordinance #329, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1949-50", which was, upon motion of Councilman Adams, seconded by Councilman Eller, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Abernethy introduced a resolution authorizing Mayor to execute deed of correction to A. B. Ware, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted. Complete copy of resolution will be found in Resolution Book #2 page 538.

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into leases with Dr. William F. Hillier, Jr., Dr. Marvin H. McCracken, and Dr. Leonard H. Roach for space in city building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 539.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of August, 1949, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and Dr. Leonard H. Roach, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 403, containing 480 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning August 1, 1949 and ending July 31, 1952.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $40.00 each in advance on the first day of each month beginning on the first day of August, 1949 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests or employees.

9. That if the demised premises shall be damaged by fire or other casualty without

the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment, shall become the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be vacated or vacated, or if default be made in the payment of the rent for any part thereof as herein provided, or if, without the consent of the Lessor the lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or insolvency or for reorganization or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, at its sole election, at any time thereafter terminate this lease and the term hereof, by giving to the lessee five days notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term hereof shall terminate, expire and come to an end on the date fixed in such notice as if the said date were originally fixed in this lease for the term and/or expiration thereof. Such notice may be given to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said lessor has caused these presents to be executed in its name by its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, and the Lessee has hereunto set his hand and seal the day and year first above written; this lease being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By _____
Mayor

ATTEST:

Margaret Simmons
CITY CLERK

(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of August, 1949, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. WILLIAM F. HILLIER, JR., of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the lessee the following described premises, viz.: Room 406, containing 280 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning August 1, 1949 and ending July 31, 1952.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Seventy-five ($.75) cents per square foot per year, payable in equal monthly installments of $17.50 each in advance on the first day of each month beginning on the first day of August, 1949 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or, if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default or non-performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the Statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By_____ C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of August, 1949, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. MARVIN H. McCRACKEN, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 513, containing 448 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning August 1, 1949 and ending July 31, 1952.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $36.92 each in advance on the first day of each month beginning on the first day of August, 1949 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenanteble by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted

or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or, if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default or non-performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the Statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
CITY CLERK

City Manager Burdette stated that he would not make a full report on rent control at this time, but that the Council did have authority to call a hearing after ten days notice, at which time the Council could then decide whether or not to request the Governor to remove rent control.

Miss Fannie McCoy and several other property owners spoke in favor of removal of rent control.

L. H. McCord of 482 College Street appeared before the Council to request removal of the protection, a street light and street markers on East College Street. This matter was referred to the Director of Public Safety.

Mr. Sam Johnson requested the Council to waive certain zoning requirements to permit him to build a store on Merrimon Avenue at Grace without setting the building back 25 feet from the street.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 11, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 11, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, W. C. Peterson, John P. Adams, C. Frank Brown, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel P. W. Dole, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #329, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1949-50", was, upon motion of Councilman Adams, seconded by Councilman Eller, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Eller introduced Ordinance #330, "AN ORDINANCE AMENDING ORDINANCE NO. 311, ENTITLED 'AN ORDINANCE TO REGULATE PLUMBING WITHIN THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Eller, seconded by Councilman Abernethy, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Brown introduced a resolution authorizing City Manager to advertise certain property for sale, which was, upon motion of Councilman Brown, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 540.

Mr. Henry Fisher, attorney for Beatrice Fowler, presented claim for damages for personal injuries in the amount of $15,000.00.

Upon motion of Councilman Brown, seconded by Councilman Adams, this claim was referred to the City Attorney, Mr. Carl Ray.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)
CITY OF ASHEVILLE)

Notice of Claim to the City Council of the City of Asheville

To the Honorable Lawrence T. Morgan, Mayor, and Members of the City Council of the City of Asheville, North Carolina:

(1)

That on or about the 5th day of July, 1949, the claimant herein was seriously injured on the sidewalk on Lexington Avenue in the city of Asheville directly in front of City Parking Lot No. 3 on the West side of said Lexington Avenue.

(2)

That about 1:50 p. m. in the night time on the day above referred to claimant was walking along the sidewalk, stepped into a hole, therein, broke her leg in two places and suffered lacerations and extreme pain all due to the negligence and carelessness of the city of Asheville in failing to keep the sidewalk in a reasonable safe condition.

(3)

Therefore Beatrice Fowler makes claim and demand upon the city of Asheville for $15,000 payment for personal injury damages sustained by the persons set forth herein.

RESPECTFULLY SUBMITTED,

Henry C. Fisher
Philip C. Cocke, Jr.
Attys. for Beatrice Fowler

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

BEATRICE FOWLER, being first duly sworn, deposes and says: That she has read the foregoing complaint and knows the contents thereof; and that the same is true except as to those matters stated on information and belief and as to those matters and things she believes it to be true.

Beatrice Fowler

SWORN to and subscribed before me this the 11th day of August, 1949.

My commission expires:
March 6, 1950

Peggy B. Chandley
Notary Public
Buncombe County
North Carolina

Mr. Charles P. Waddell, on behalf of the Asheville Agricultural Development Council, asked the Council to read a resolution requesting the United States Department of Agriculture, Division of Marketing, to make a survey of local fresh produce marketing facilities.

Upon motion of Councilman Peterson, seconded by Councilman Brown, this resolution was unanimously adopted.

Complete copy of resolution will be found in Resolution Book #8 page 541.

City Manager Burdette called the attention of the Council to the fact that the terms of office of the present members of the Planning & Zoning Commission will expire on August 14, 1949.

City Manager Burdette presented a report from the Director of Public Safety stating that new street signs have been erected on East College Street, that a street light will be installed, and that police protection has been assured.

City Manager Burdette presented a report to the City Council regarding the rent control situation in Asheville.

Mr. Theodore R. Sumner presented a resolution from the Asheville Real Estate Board requesting removal of controls.

Councilman Adams moved that a public hearing be held on Thursday, September 22, 1949, on the proposal to lift rent controls in the Asheville area. This motion was seconded by Councilman Eller

and unanimously adopted.

There being no further business, the meeting was duly adjourned.

L. B. Morgan
Mayor

Margaret Simmons
City Clerk

The City Council met in regular session on August 4, 1949, at 10:00 o'clock A. M. in the Council Chamber, City Hall, with Mayor Lawrence T. Morgan presiding. Present: Councilmen Earl A. Cline, W. E. Peterson, Jr., Fred W. Eller, Fred Brown, Junior C. Adams, City Manager C. A. Burdette, City Attorney Carl A. Ray, and City Clerk Margaret Simmons. Absent: Mayor Pro-tem Roger McDaniel.

The minutes of the previous meeting were read and approved.

A petition signed by twenty-two property owners to the Council requesting the City of Asheville to relocate or straighten Hall Fletcher Avenue between Haywood and Beaumont Avenues.

Upon motion of Councilman Eller, seconded by Councilman Adams, this petition was referred to the Director of Public Works for investigation and report.

Ordinance 1826, "AN ORDINANCE ADOPTING AND APPROPRIATING THE GENERAL FUND BUDGET FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1949-50", was, upon motion of Councilman Adams, seconded by Councilman Eller, and after having been read in full, unanimously passed on its third and final reading, the roll being called with the following result:

Councilman Adams voted "aye"
Councilman Peterson voted "aye"
Councilman Mahoney voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 826

AN ORDINANCE ADOPTING AND APPROPRIATING THE GENERAL FUND BUDGET FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1949-50

WHEREAS, on the 14th day of July, 1949 the City Council of the City of Asheville levied taxes in the amount of $2,975,668.00 with a debt service of $775,498.00, and a total of $3,751,166.00;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amount indicated appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1949 and ending June 30, 1950, inclusive:

(a) General Government	$ 191,695.00	
(b) Law	13,600.00	
(c) Finance	88,600.00	
(d) Public Welfare	183,705.00	
(e) Public Safety	575,245.00	
(f) Libraries	41,640.00	
(h) Public Works	884,460.00	
(i) Parks and Playgrounds	146,944.75	
Prior Year's Deficit	38,125.25	
Total General Operating		$ 2,163,815.00
(j) Water Department Operating		412,185.00
Total		$ 2,576,000.00
Debt Service		
Principal and Interest		
General Refunding Bonds	$ 595,998.00	
Water Refunding Bonds	180,000.00	
Total Debt Service		775,998.00
Total Appropriations		$ 3,351,998.00

Section 2. That a tax rate of $1.53 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.7787 per $100.00 valuation for operating expenses, and .7513 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1949-50, as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

I move the adoption of the foregoing ordinance, this 4 day of August, 1949.

J. C. Adams
COUNCILMAN

SECONDED BY: F. W. Eller
COUNCILMAN

...ed, this 18 day of August, 1949, to become effective 2 day of Sept...

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

...

Ordinance #330, "AN ORDINANCE AMENDING ORDINANCE NO. 311, ENTITLED 'AN ORDINANCE TO REGULATE ... IN THE CITY OF ASHEVILLE'", was, upon motion of Councilman Eller, seconded by Councilman Brow... read and passed with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Intemann voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

...

City Manager Burnette presented a resolution passed by the North Carolina National Park, Parkway, and Forest Development Commission thanking the officials of the City of Asheville for their hospitality extended during the recent inspection and hearing on the Blue Ridge Parkway and the Great Smoky Mountains National Park.

...

City Manager Burnette announced that a meeting had been held by the Mayor, City Manager, and members of the Advisory Board for Smoke Abatement, and that as a result of said meeting a recommendation is to be made to the Council by said Advisory Board.

Asheville, North Carolina,
August 18, 1949

To the Honorable City Council,
Asheville, N. C.

Gentlemen:

The undersigned members of the Advisory Board for Smoke Abatement, at the request of the Mayor, met with the Mayor and City Manager, and after a study of the Smoke Abatement Project, have all agreed on the following plan which it is felt will most effectively continue this important work of the City. By this plan it is agreed:

(1) That the Smoke Abatement Office is at present inadequately staffed. That the Chief Engineer of the Office must be qualified as prescribed by Ordinance.

(2) In order to clarify the position of the Advisory Board the following set of working rules is accepted as satisfactory by the City Council, City Manager, and the undersigners.

(a) The City Manager shall serve as active member of the Advisory Board.

(b) The personnel of the Smoke Abatement Office shall be appointed or employed by the City Manager upon the approval of the Advisory Board.

(c) The personnel of the Office may be discharged for due cause by the City Manager, but only after the Advisory Board has been informed of the cause for such action and has been afforded an opportunity to be heard on the subject.

(d) If it is found necessary for the City Council to discontinue the salary of personnel of the Office, the Advisory Board shall be informed of the reason for the proposed action thirty days before the discontinuance of any salary becomes effective.

(e) The duties of the Advisory Board is to act as advisor to the City Council, the City Manager, and the Chief Smoke Regulation Engineer on all matters pertaining to Smoke Abatement.

The undersigned members of the Advisory Board feel that they should have a clearance by the City Council by appropriate action upon their resignation.

Very respectfully,

Arnold H. Vanderhoof
Bretney Smith
Robert A. Stevens
Eugene C. Ochsenreiter
Thos. D. Osborne

...ter discussion on the matter, Councilman Adams moved that the ... be amended to change ... to "may be", and that ... the word "is" in section (1) to read "shall be", which motion was seconded by Councilman Eller and unanimously carried. ... to serve. This motion was seconded by Councilman Eller and unanimously carried.

...more being no further ..., the meeting was ... at ... p.m.

C. E. Morgan
Mayor

Margaret Simmons
City Clerk

...

...

A claim for ... personal injuries to Mr. ... was presented.

...
Asheville, N. C.
August 21, 1949

His Honor the Mayor,
The City Council
Asheville, N. C.

Gentlemen:

On May 21, 1949 while walking on Arlington Street I ... hole on the sidewalk and fell.

My right knee was broken and ... much suffering and inconvenience. My hand is still swollen and stiff, and I am still under the care of Dr. Penny of this city. ... will work out of this stiffness and swelling completely, Dr. Penny says, remains to be seen. He has not dismissed me as yet, and is ... have treatments which I am ... out.

I hereby present my claim for injury and damage in the amount of $1,000.00.

...

Councilman Abernethy moved that this matter be referred to the City Attorney and the City Manager, which motion was seconded by Councilman ..., and unanimously adopted.

...

A petition signed by a number of residents of ... was presented to the Council requesting the installation of a traffic light at the intersection of ... and Hilliard Avenue.

Councilman Mulvaney moved that this matter be referred to the City Manager and Chief of Police, which motion was seconded by Councilman Eller and unanimously adopted.

...

City Manager Burnette presented a number of letters thanking the City Council ... to be used for the recent over electric meters.

...

Mr. Carl Green, attorney, presented a petition signed by property owners in the ... requesting that the zoning ordinance be amended so as to change the present use ... trict on both sides of Merrimon Avenue, for a maximum area beginning at Colonial ... extending in a northwest direction to a point where Ottari Road comes into ... on Merrimon Avenue toward Pack Square in the City of Asheville to Lyndyn Road, or a minimum area beginning ... a point opposite Clairmont Avenue on Merrimon Avenue and extending in a northwest direction to a point where Ottari Road comes into Merrimon Avenue and from Ottari Road on Merrimon Avenue toward Pack Square in the City of Asheville to Clairmont Avenue.

Councilman Eller moved that this petition be referred to the ... for report and recommendations, which motion was seconded by Councilman Adams, and ... unanimously adopted.

...

Ordinance #330, "AN ORDINANCE AMENDING ORDINANCE No. 311, ENTITLED 'AN ORDINANCE TO REGULATE ...

[illegible] motion of Councilman Eller, seconded by Councilman [illegible], with the following vote:

[illegible] voted "aye"
Councilman Abernethy voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
[illegible] voted "aye"

ORDINANCE NO. 330

[illegible] AN ORDINANCE TO AMEND PLATTING ORDINANCE NO. 311 ENTITLED "AN ORDINANCE TO REGULATE PLATTING WITHIN THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Ordinance No. 311, being "AN ORDINANCE TO REGULATE PLATTING WITHIN THE CITY OF ASHEVILLE", [illegible] Section 44 of said ordinance and inserting in lieu thereof the following:

Every person, firm or corporation in charge of, owning or controlling any house or building used [illegible] shall provide and maintain for each and every house, within or connected [illegible] sufficient number of separate sanitary toilets of approved type, installed in accordance with the [illegible] shall connect the same with the sanitary sewer system of said City and keep [illegible] with the water system of said City and in good repair at all times; and when there is a [illegible] said City, every house or building also, the same shall be separately and independently connected therewith. Each residence or apartment shall have inside bathing facilities consisting [illegible] properly connected to water and sewer systems.

Section 2. That this ordinance shall be in full force and effect fifteen days from the date of its passage.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Done the adoption of the foregoing ordinance, this 11 day of August, 1948.

E. W. Eller
COUNCILMAN

SECONDED BY: W. I. Abernethy
COUNCILMAN

[illegible], [illegible] and adopted, this 25 day of August, 1948, to become effective 0 day of September, 1948.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

[illegible]
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan

Margaret Simmons

[illegible] September 1, 1948 [illegible] Walter T. Abernethy, [illegible] Section 44 of [illegible]

[illegible]

[illegible] Section 2. [illegible]

[illegible]

[illegible] Section 3. [illegible]

[illegible]

[illegible] September, 1948 [illegible] of Councilman [illegible], [illegible] of the [illegible]

[illegible]:

[illegible] to the part of the [illegible] the order of the second reading [illegible] Section 1, 2, 3, and 4. This lease is [illegible]

[illegible] September 1, 1948

The [illegible] Walter T. Abernethy, [illegible]

[illegible]

[illegible]

[illegible]

[illegible] September 1, 1948

[illegible] Councilman [illegible], which motion was [illegible]

There being no further business, the meeting [illegible]

C. E. Morgan

Margaret Simmons

The City Council [illegible] Councilmen Abernethy, [illegible] Eller, [illegible] Brown.

The minutes of the [illegible] meeting were approved.

E. E. Morgan

Margaret Simmons

Thursday, September 22, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 22, 1949, at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen Earl W. Eller, Walter I. Abernethy, James P. Adams, M. C. Peterson, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

E. E. Morgan

Margaret Simmons

Councilman Abernethy introduced resolution authorizing Mayor to execute quit-claim deed to Robert Edgar Scharff, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 545.

A public hearing was held in regard to decontrol of rent in the City of Asheville. Vice-Mayor Brown announced that the question involved is: Does there no longer exist such a shortage in rental housing accommodations as to require rent control in the City of Asheville?, and that the petitioners and respondents would be allowed forty minutes each for presentation of their case, and twenty minutes each for rebuttal.

Speakers on behalf of the petition for decontrol included: Kester Walton, attorney for the property owners group, who used most of the hour allotted to this side, and several others who spoke briefly.

Speakers who opposed the move to lift controls were: John Piercy, representing the International Textile Workers Union, who took a major part of the time with his presentation, and Mr. Bushman, representing the American Federation of Government Employees, and several others who spoke briefly.

Vice-Mayor Brown thanked the speakers for their presentations.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Sumner
CITY CLERK

Thursday, September 29, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 29, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, Walter I. Abernethy, C. Fred Brown, M. C. Peterson, James P. Adams, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced resolution authorizing Mayor to execute deed to Norburn Hospital, Incorporated, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 546.

Y -

Councilman Abernethy introduced resolution approving application by the Housing Authority of the City of Asheville to Public Housing Administration for a preliminary loan, which was, upon motion of Councilman Abernethy, seconded by Councilman Adams, and after having been read in full, unanimously passed with the following vote:

Councilman Abernethy voted "aye", Councilman Eller voted "aye", Councilman Peterson voted "aye", Councilman Mulvaney voted "aye", Councilman Brown voted "aye", Councilman Adams voted "aye", and Mayor Morgan voted "aye".

Complete copy of resolution will be found in Resolution Book #2 page 547.

Councilman Brown stated that information had been presented by both sides on the question of decontrol of rents in the City of Asheville, but that no survey had been made showing available apartments, rooms and houses that would be rented under decontrol.

Councilman Brown moved that the City Manager have such a survey made as soon as practicable for the purpose of aiding the Council to make a decision in this matter, which motion was seconded by Councilman Adams and unanimously adopted.

Mayor Morgan stated that the Council has no wish to delay a decision in this matter unduly, but needs additional facts in order to reach a decision.

Mr. Theodore Sumner, chairman of the Asheville Board of Realtors Decontrol Committee, said his committee had cards signed by 200 property owners indicating they would offer additional units for rent if controls are lifted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Sumner
CITY CLERK

Thursday, October 6, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 6, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, C. Fred Brown, M. C. Peterson, James P. Adams, Earl W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette read a letter from Mrs. Curtis W. Baldwin, Chairman of the [illegible] committee of the Business and Professional Women's Club, emphasizing the fact that women should be given representation on civic committees.

This letter was received as information, and Mayor Morgan stated that the Council appreciates this offer of service.

[illegible] - ADVISORY BOARD

City Manager Burdette read a letter from Judge Guy Weaver, Chairman of the Civic Smoke Abatement Committee, stating that this committee had nominated Mr. Gene Wehsenreiter and Col. Thos. L. [illegible] ceed themselves as members of the Advisory Board under the Smoke Abatement Ordinance.

CLAIM - [illegible]

Mr. Robert, Swain, attorney, presented a claim for damages for personal injuries sustained by Carolyn Parker.

State of North Carolina
County of Buncombe

Carolyn Parker, by her next friend, F. B. Parker, Plaintiff
-vs-
City of Asheville, a municipal corporation, Defendant

NOTICE AND CLAIM FOR PERSONAL INJURIES

TO THE HONORABLE MAYOR, CITY MANAGER, AND MEMBERS OF THE CITY COUNCIL:

The plaintiff above named, respectfully showeth:

1.

That the plaintiff is a minor, eight years of age, and is a resident of the County of Buncombe, State of North Carolina.

2.

That on the 23rd day of August, 1949, at about 9:30 P. M. the minor plaintiff, while riding on the Merry-Go-Round at the Asheville Recreation Park, received a severe electrical shock caused by a short circuit in the machinery which operated the riding device.

3.

That the City of Asheville had been grossly negligent in and about the premises where the plaintiff was injured to such an extent that said premises became dangerous and were left by said City of Asheville in a dangerous condition; that the said City of Asheville knew of the defective condition of said machinery which operated said Merry-Go-Round, or by the exercise of reasonable care could have known of the defective condition of said machinery; and that as a result of said defendant City's negligence is allowing said condition to exist, the minor plaintiff herein was injured.

4.

That the minor plaintiff herein suffered a severe electrical shock, as stated hereinbefore, and that she suffered greatly from the injuries which she received, which said injuries were caused by the negligence of the said City of Asheville; and that as a result of said injuries, this minor plaintiff has been damaged in the sum of Three Thousand Five Hundred ($3,500.00) Dollars.

WHEREFORE, the plaintiff makes demand and files Notice of Claim for injuries received as a result of the negligence of the said City of Asheville, in the sum of Three Thousand Five Hundred ($3,500.00) Dollars.

S. J. Perrau
Attorney for Plaintiff

State of North Carolina,
County of Buncombe.

F. B. Parker, being first duly sworn, deposes and says: That he is the father of the plaintiff above named; that he has read the foregoing Notice and Claim for Personal Injuries and knows the contents thereof; that the same is true of his own knowledge, except as to those matters stated therein upon information and belief, and as to those matters, he believes it to be true.

F. B. Parker
Affiant

Sworn to and subscribed to before me,
this the 6th day of October, 1949.

Helen Nettles
Notary Public

My commission expires: January 17, 1950
(Seal)

Councilman Brown moved that this matter be referred to the City Manager and Corporation Counsel for investigation, which motion was seconded by Councilman Eller, and unanimously adopted.

Councilman Eller introduced a resolution appointing two members of Advisory Board in accordance with Ordinance 310, Section 2, which was, upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 548.

Councilman Brown introduced a resolution accepting the grant offer dated October 3, 1949, made by the administrator of Civil Aeronautics on behalf of the United States of America to the City of Asheville, North Carolina, City of Hendersonville, North Carolina, County of Henderson, North Carolina and the Asheville-Hendersonville Airport Board in the sum of not to exceed $26,700.00, as an aid in the development of the ASHEVILLE-HENDERSONVILLE AIRPORT, which was, upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

RESOLUTION

RESOLUTION ACCEPTING THE GRANT OFFER DATED OCTOBER 3, 1949, MADE BY THE ADMINISTRATOR OF CIVIL AERONAUTICS ON BEHALF OF THE UNITED STATES OF AMERICA TO THE CITY OF ASHEVILLE, NORTH CAROLINA, CITY OF HENDERSONVILLE, NORTH CAROLINA, COUNTY OF HENDERSON, NORTH CAROLINA AND THE ASHEVILLE-HENDERSONVILLE AIRPORT BOARD IN THE SUM OF NOT TO EXCEED $26,700.00, AS AN AID IN THE DEVELOPMENT OF THE ASHEVILLE-HENDERSONVILLE AIRPORT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

Section 1. That the City of Asheville, North Carolina, hereby accepts on its own behalf, the offer of a grant of funds made by the Administrator of Civil Aeronautics on behalf of the United States of America dated October 3, 1949, to the City of Asheville, North Carolina, City of Hendersonville, North Carolina, County of Henderson, North Carolina and the Asheville-Hendersonville Airport Board, in the sum, for the purposes and subject to the conditions set forth below.

Section 2. That C. E. Morgan, the Mayor of Asheville, North Carolina, is hereby authorized and directed to execute the acceptance of the Grant Offer on behalf of the City of Asheville, North Carolina and Margaret Simmons, the City Clerk of the City of Asheville, is hereby authorized and directed to impress the official seal of the City of Asheville, North Carolina, and to attest said execution.

Section 3. That the Grant Offer referred to hereinabove is as follows and when accepted shall constitute the Grant Agreement:

GRANT AGREEMENT

Part I - Offer

Date of Offer October 3, 1949
Asheville-Hendersonville Airport
Project No. 9-31-015-901

TO: City of Asheville, N. C.; City of Hendersonville, N. C.; County of Henderson, N. C.; and Asheville-Hendersonville Airport Board
(herein referred to as the "Co-Sponsors")

FROM: The United States of America (acting through the Administrator of Civil Aeronautics, herein referred to as the "Administrator")

WHEREAS, the Sponsor has submitted to the Administrator a Project Application dated August 16-18, 1949 for a grant of Federal funds for a project for development of the Asheville-Hendersonville Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the Administrator, is hereby incorporated herein and made a part hereof; and

WHEREAS, the Administrator has approved a project for development of the Airport (herein called the "Project") consisting of the following described airport development:

> Construct control tower; pave access road and auto parking area; install lighting system (medium intensity elevated runway marker lights on NE-SW and N/S runway); marking.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW, THEREFORE, pursuant to and for the purposes of carrying out the provisions of the Federal Airport Act (60 Stat. 170; Pub. Law 377, 79th Congress), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer, as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport, as herein provided, THE ADMINISTRATOR, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES TO pay, as the United States share of costs incurred in accomplishing the project 50 per centum of all allowable project costs, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $26,700.00

2. The Sponsor shall

   (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, and

   (b) carry out and complete the Project in accordance with the terms of this Offer, and the Federal Airport Act and the Regulations promulgated thereunder by the Administrator in effect on the date of this Offer, which Act and Regulations are incorporated herein and made a part hereof, and

   (c) carry out and complete the Project in accordance with the plans and specifications and property map incorporated herein as they may be revised or modified with the approval of the Administrator or his duly authorized representatives.

3. The sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.

4. The maximum amounts of building space which the Sponsor shall be obligated to furnish civil agencies of the United States for the purposes and on the terms and conditions stated in paragraph 10 of Part III of the Project Application, shall be as set forth in the attached schedule of maximum space requirements which is incorporated herein and made a part hereof.

5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the United States, and it is understood and agreed by the Sponsor in accepting this offer that if a material fact has been misrepresented or omitted by the Sponsor, the Administrator on behalf of the United States may recover all grant payments made.

6. The Administrator reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This Offer shall expire and the United States shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by the Administrator in writing.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
THE ADMINISTRATOR OF CIVIL AERONAUTICS

By _____
Regional Administrator, Region 4

Part II - Acceptance

The City of Asheville does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 6 day of October, 1949.

CITY OF ASHEVILLE, NORTH CAROLINA
(Name of Sponsor)

(SEAL)
Attest: Margaret Simmons
Title: City Clerk

By C. E. Morgan
Title Mayor

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Robert W. Wells, acting as Attorney for City of Asheville, N. C., do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said City of Asheville, N. C. relating thereto, and find that the Acceptance thereof by said City of Asheville, N. C. has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of N. C., and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the City of Asheville, N. C. in accordance with the terms thereof.

Dated at Asheville, N. C. this 6 day of October, 1949.

Robert W. Wells

CAA ACTIVITIES AND EQUIPMENT
Asheville - Hendersonville Airport
Asheville, North Carolina
Project No. 9-31-015-901

AIRPORT TRAFFIC CONTROL TOWER

Control Cab	256 Sq. Ft.
Junction Space	187 Sq. Ft.
Equipment Room	308 Sq. Ft.
Toilet	45 Sq. Ft.
Chief Controllers Office	341 Sq. Ft.
Storage	108 Sq. Ft.
Stand-by Power & Boiler Room	341 Sq. Ft.

I move the adoption of the foregoing resolution, this 6 day of October, 1949.

C. Fred Brown
COUNCILMAN

SECONDED BY:

Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 6 day of October, 1949.

C. E. Morgan
MAYOR

ATTESTED AS TO FORM:

Margaret Simmons
CITY CLERK

Robt. W. Wells
CORPORATION COUNSEL

Complete copy of resolution will also be found in Resolution Book #2 page 549.

City Manager Burdette reported that the Commission appointed by the Governor to study whether or not municipalities should have a division of gasoline tax amounting to one cent of the total tax for maintenance of city streets began its survey in the City of Asheville on Wednesday, and were taken on a tour of the city streets, and were presented with facts supporting the city's claim for additional funds.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 13, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 13, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, C. Fred Brown, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette read a letter from Mr. Herschel S. Jarkins, Chairman of the Board of Adjustment, requesting that new alternates be appointed to the Board due to resignations having reduced the membership.

Councilman Brown introduced a resolution appointing member and alternate members to Board of Adjustment, filling vacancies therein, under Ordinance #322, which was, upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 552.

City Manager Burdette read a letter from Mr. Richard B. Ford, attorney at law, requesting that the land underlying the Asheville Recreation Park lake be returned to the grantors.

Asheville City Council
c/ Mr. Pat Burdette, City Manager
City Hall Building
Asheville, North Carolina

Re: land underlying the Asheville Recreation Park lake.

Gentlemen:

Mr. William Whitson, a son of Dr. W. K. Whitson, an heir of one of the grantors of the above mentioned property to the City of Asheville, has retained me to make an investigation for the purpose of discovering what can be done to restore this property to the original grantors, their heirs or assigns.

In a letter to Mr. Pat Burdette, City Manager, dated August 20, 1949, I made legal demand on the City for the restoration of this property to the parties thereto entitled. This letter to the City Council is to restate this legal demand and also to point out certain factors of the situation which I have discovered in my investigation which may help the Council in deciding its course of action.

In 1924 this property above referred to, fifty or sixty acres more or less, was conveyed to the City of Asheville by the Whitson family upon certain conditions, which, if not carried out, should cause the property to revert to the grantors, their heirs or assigns. It is in connection with this reverter clause in the deed to the City that the legal questions arise. The Whitsons are of the opinion that the conditions stated in the said deed have not been complied with, and that the property has reverted to them. However, in addition to this legal situation there are other features of the matter which may assist the Council in deciding to restore the property to the original grantors. It is always advisable, wherever possible, to settle differences without invoking the aid of the Courts, for such settlement of differences is encouraged by the Courts. Therefore, I set out the following facts [illegible] possible a settlement of this matter without resorting to legal proceedings.

1. When the property above mentioned was conveyed to the [illegible], it was expected that a lake would be developed on the property above [illegible] valuable to the surrounding property by beautifying it and increasing its value. The lake which was impounded has not fulfilled this expectation, but rather it is a detriment to the surrounding property in that it detracts from the [illegible] thereof.

2. Since the lake was impounded in 1924, it has become so filled with silt that it has very little storage capacity, and is of little benefit as a flood control lake. This fact has been demonstrated by the [illegible] stream as a flood control lake. This fact has been demonstrated by the [illegible] on the Swannanoa River, the flood of last spring being an excellent example. Also, those land owners who are upstream from the lake and who are [illegible] lake are constantly [illegible] by the lake's overflowing [illegible].

3. Due to the filling up of the lake with silt, it has become [illegible] for recreational purposes in connection with the adjoining recreation park. It is so shallow that neither [illegible] of any kind can be [illegible]. Nor does it afford any pleasure to spectators because of its [illegible].

4. It no longer renders any service to the [illegible] of Asheville or the taxpayers of Asheville, either by producing wealth or by affording [illegible] and is a detriment to the City of Asheville and its tax payers. It has become a [illegible] the breeding of mosquitoes and the collection of filth. As a consequence, the City frequently has to expend large sums of money in the [illegible] to alleviate the mosquito and filthy conditions of the lake.

For all the reasons stated above both legal and moral, the [illegible] and interested parties merely make demand upon the City of Asheville and request that, through its City Council and other officers, it [illegible] lake to them.

[illegible]

[illegible]

Councilman Brown moved that the matter be referred to the [illegible] for investigation and report, which motion was seconded by Councilman [illegible].

City Manager Burdette read a letter from John H. Pierce, representing the United Textile Workers of America, urging that a more comprehensive survey be made before any [illegible] the question of rent control.

City Manager Burdette presented his report on the recent survey [illegible] City of Asheville.

During the discussion on this matter several speakers were heard, including [illegible], John Piercey, W. F. Mollmen and others.

Councilman Adams introduced a resolution relative to rent control in the City of Asheville for transmittal to the Governor of the State of North Carolina and the Housing Expediter, which was, upon motion of Councilman Adams, seconded by Councilman Eller, and after having been read in full, unanimously adopted. Councilman Abernethy stated that he voted for decontrol with the reservation that a vote should be given before it takes effect.

Complete copy of resolution will be found in the Letter Book #2 page [illegible].

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 27, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 27, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, M. C. Peterson, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Peterson introduced resolution appointing alternate member to Board of Adjustment under Ordinance #322, which was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 554.

Councilman Abernethy introduced Ordinance #331, "AN ORDINANCE TO PROVIDE FOR THE RAT-PROOFING OF BUSINESS BUILDINGS AND TO PROTECT THE PUBLIC HEALTH BY CONTROLLING THE SPREAD OF ENDEMIC TYPHUS FEVER AND OTHER DISEASES", which was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

City Manager Burdette read a letter from Captain W. R. Krueger, adjutant of the 120th infantry, requesting a new armory to house the National Guard unit here. Captain Krueger estimated that a suitable building could be constructed for $13,000, and proposed that the City of Asheville and County of Buncombe share in the cost of erecting said building.

After a discussion of the matter by Captain Krueger and members of the Council, Councilman Peterson moved that it be referred to the City Manager for investigation and report, which motion was seconded by Councilman Abernethy and unanimously adopted.

City Manager Burdette read a letter from Herschel Harkins, Chairman of the Board of Adjustment, requesting the Council to give serious consideration to rezoning to neighborhood trading area lots abutting on the northern margin of Bond Street.

Councilman Adams moved that this matter be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Abernethy and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 3, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 3, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, F. M. Mulvaney, M. C. Peterson, Walter I. Abernethy, James P. Adams, City Manager P. M. Burdette, Corporation Counsel R. W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette read a letter from M. C. Sullivan, who condemned the practice among housewives of buying coffee by the case, which letter was accepted as information by the Council.

City Manager read a petition signed by 52 citizens opposing the rat control ordinance, requesting the Council to kill said ordinance on its second reading. Mr. Burdette also read a letter from Fannie McCoy to the same effect.

Dr. Margery J. Lord, city health officer, said she had explained the ordinance to a number of citizens, and had received no objection from owners or occupants of business property, to which the rat control program is to be confined.

Whereupon, Ordinance #331, being "AN ORDINANCE TO PROVIDE FOR THE RAT-PROOFING OF BUSINESS BUILDINGS AND TO PROTECT THE PUBLIC HEALTH BY CONTROLLING THE SPREAD OF ENDEMIC TYPHUS FEVER AND OTHER DISEASES", was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Eller introduced a resolution appointing member of the City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 555.

Councilman Peterson introduced RESOLUTION APPROVING THE PROVISIONS OF A PROPOSED COOPERATION AGREEMENT BETWEEN THE CITY OF ASHEVILLE, NORTH CAROLINA AND THE HOUSING AUTHORITY OF THE CITY OF ASHEVILLE, NORTH CAROLINA, AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY, which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously passed with the following vote:

Councilman Abernethy voted "aye", Councilman Mulvaney voted "aye",
Councilman Peterson voted "aye", Councilman Adams voted "aye",
Councilman Eller voted "aye", Councilman Brown voted "aye", and
Mayor Morgan voted "aye"

Complete copy of resolution will be found in Resolution Book #2 page 555.

COOPERATION AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 1949, by and between the HOUSING AUTHORITY OF THE CITY OF ASHEVILLE (herein called the "Local Authority") and CITY OF ASHEVILLE (herein called the "City"), witnesseth:

WHEREAS, the Local Authority has received from the Public Housing Administration (herein called the "PHA") a Program Reservation for 500 units of low-rent housing to be developed and located within the corporate limits of the City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local Authority in the undertakings and of complying with the provisions of Sections 10(a), 10(h), and 15(7)(b) of the Act, as well as all other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the City do agree:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included within Program Reservation No. NC-7 issued by the PHA to the Local Authority on October 17, 1949, covering an aggregate of 500 units of low-rent housing.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the City) in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and undertake to develop and administer one or more Projects.

3. Under the constitution and statutes of the State of North Carolina, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in lieu of Taxes") in lieu of such taxes and in payment for public services and facilities furnished for or with respect to such Project. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in the amount equal to ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach; and provided, further, that with respect to educational facilities and services, such Payments in Lieu of Taxes, may, by agreement between the Authority and the City, be distributed in part as may be deemed appropriate, to the School Administrative Unit or Units responsible, in whole or in part, for the provision of educational facilities and services.

Provided, further, that no payment for any year shall be made to the City in excess of the amount of the real property taxes which would have been paid to the City for such year if the Project were not exempt from taxation.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, and in addition to the number of unsafe or insanitary dwelling units which the City is obligated to eliminate as a part of the low-rent housing projects heretofore undertaken by the Local Authority and identified as Project Nos. NC 7-1, NC 7-2, there has been or will be elimination (as approved by the PHAO by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project; provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and provided, further, that this paragraph 4 shall not apply in the case of (a) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) furnish or cause to be furnished to the Local Authority and the tenants of such Project
(i) the public services and facilities which are at the date hereof being furnished without

cost or charge to other dwellings and inhabitants in the City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such Project and on the boundaries thereof; and adequate sewer service for such Project; and (ii) also such additional public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;

(b) vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the City may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or the City, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such a Project; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;

(d) accept grants of easements necessary for the development of such Project; and

(e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City, and

(b) it will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if it were privately owned); and

(c) it will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed if it were privately owned).

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any Payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE

By_____
Mayor

(SEAL)

ATTEST:

_____
Secretary

HOUSING AUTHORITY OF THE CITY OF ASHEVILLE

By_____
Chairman

Mayor Morgan called attention to the dedication of the Memorial Stadium on Friday, November 4th, and urged the cooperation of all citizens to make the event a success.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 10, 1938 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 10, 1938, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Aller, C. Brud Brown, P. M. Mulvaney, James F. Adams, M. C. Peterson, Walter I. Abernethy, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #331, being "AN ORDINANCE TO PROVIDE FOR THE RAT-PROOFING OF BUSINESS BUILDINGS AND TO PROTECT THE PUBLIC HEALTH BY CONTROLLING THE SPREAD OF ENDEMIC TYPHUS FEVER AND OTHER DISEASES" was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Aller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 331

AN ORDINANCE TO PROVIDE FOR THE RAT-PROOFING OF BUSINESS BUILDINGS AND TO PROTECT THE PUBLIC HEALTH BY CONTROLLING THE SPREAD OF ENDEMIC TYPHUS FEVER AND OTHER DISEASES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. Definitions: That for the purpose of this ordinance the following definitions shall apply:

(a) The term "Business building" shall mean any structure, whether public or private, in the City of Asheville that is adapted for occupancy for transaction of business, for rendering of professional service, for amusement, for the display, sale or storage of goods, wares, or merchandise, or for the performance of work or labor, including, but not being limited to, hotels, rooming houses, buildings designed to house or housing two (2) or more families, office buildings, public buildings, stores, theatres, markets, restaurants, grain elevators, abattoirs, warehouses, workshops, factories, and all outhouses, sheds, barns, and other structures on premises used for business purposes.

(b) The term "Opening" shall refer to any opening in foundation, sides or walls, ground or first floor, basement, including chimneys, eaves, grills, windows, ventilators, and walk grates, and elevators, and any pipes, wires, or other installations through which a rat may enter.

(c) The term "Rat stoppage or rat-proofing" used herein applies to a form of rat proofing to prevent ingress of rats into business buildings from the exterior or from one building to another. It consists essentially of the closing, with material impervious to rat gnawing, of all openings in the exterior walls, ground or first floors, basements, roofs, and foundations, that may be reached by rats from the ground, by climbing, or by burrowing.

(d) The term "Rat harborage" shall mean any condition which provides shelter or protection for rats, thus favoring their multiplication and continued existence in, under, or outside of a structure of any kind, including, but not limited to conditions on vacant lots, creeks, branches, ditches, rubbish heaps, junk yards, and any other places inside or outside of structure which affords shelter or provides a place or situation favoring the breeding, multiplication or continued existence of rats.

(e) The term "Rat eradication" means the removal, killing, destruction and extermination of rats by systematic use of traps, or by poisons, and by other methods.

(f) The term "Health Officer" means the Chief Health Officer of the City of Asheville, and it also means any persons whom he has authorized to perform any of the powers or duties hereby conferred upon him.

(g) The term "Owner" shall mean the person owning the business building or premises, or agent of the building or premises, or other persons having custody of the building or premises, or to whom rent is paid. In the case of business buildings leased or rented with a covenant in the lease or other agreement under which the lessee is responsible for maintenance and repairs, the lessee shall also be considered in such cases as the "owner" for the purpose of this ordinance.

(h) The term "Occupant" as herein used, shall mean the person that has the use of or occupies any business building or any part thereof, or who has the use or possession, actual or constructive, of the premises, whether the actual owner or tenant. In the case of vacant business buildings or vacant portion of a business building, or in case of occupancy in whole or in part by the owner, the owner and agent of the building shall be deemed to be, and shall have the responsibility of an occupant of such building.

(i) The term "Agent" shall mean the person who manages or has custody of a business building and shall also mean the person to whom rent thereon, if any, is paid.

(j) The term "Person" shall mean individual, partnership, corporation or association.

(k) The singular shall include the plural, and the masculine shall include the feminine.

Section 2. Rat proofing required. All business buildings shall be rat-proofed, freed of

rats, and maintained in a rat-proof and rat-free condition by the Agents, Owners, or Occupants thereof, un
the terms and conditions herein provided.

Section 3. Inspection, Notices. The Chief Health Officer is authorized to make such unannounced i
spections of the interior and exterior of business buildings as, in his opinion, may be necessary to deter
mine full compliance with this Ordinance, and he shall make periodical inspections at intervals of not more
than sixty (60) days of all rat-stopped buildings to determine evidence of breaks or leaks in their rat-
proofing and when any evidence is found indicating the presence of rats or openings through which rats may
enter, or any conditions that need remedying, in order that such building may be in a rat proof condition
and freed of rats, he shall serve the agent, owner, or occupant of such building with notice to abate the
conditions found, and may specify what such agent, owner, or occupant shall do in order to comply with the
notice. Without limiting the generality of the foregoing, the Chief Health Officer is authorized to notify
such agent, owner, or occupant to do any or all of the following: Rat-proof the building; repair breaks and
leaks in existing rat-proofing; whenever conditions inside or under a business building provides such exten
sive harborage for rats that the Chief Health Officer finds it necessary to eliminate such harborage, he may
require the owner to install suitable cement floors in basements, or to replace wooden first or ground floo
or require its owner to correct such other interior rat harborage as may be necessary in order to facilitate
the eradication of rats in a reasonable time.

Section 4. Compliance with notices required. If any agent, owner, or occupant of a business build
ing fails within fifteen days after the receipt of a notice, such as is provided for in Section 3, effectiv
to commence compliance therewith, or if he fails to complete compliance therewith within the time specified
therein (which shall not be less than thirty (30) days from the service of the notice), he shall be guilty
a violation of this Ordinance and each day's delay beyond the said periods shall constitute a separate offe
The Chief Health Officer may, for cause shown, grant extensions of the periods herein provided for, but no
agent, owner or occupant shall fail to commence or complete the required work within the time of such exten
sions.

Section 5. Service of Notice. Notices may be served as follows upon agents, owners, and occupants
in any of the following ways: By personal delivery; by mailing to such person's last known address; in case
of a vacant business building or part thereof, when the agent or owner of same cannot be found within the
County of Buncombe after due diligence, or his mailing address cannot be determined, then a notice posted
upon the premises in some conspicuous place will be deemed service upon such agent and owner.

Section 6. Method of accomplishing rat-proofing. Any agent, owner or occupant of a business build
ing in complying with the provisions of this Ordinance may do the necessary work himself or may engage a con
tractor to do the work, or may have the work performed by the employment of such labor and the purchase of
such materials as may be necessary in a manner and according to plans approved by the Chief Health Officer.

The following minimum specifications shall be followed in rat-proofing all buildings in the City
of Asheville, N. C.:

(a) General. All existing business buildings, new construction of business buildings, renovation
or remodeling of business buildings must have installed proper footings; proper screening of doors, windows,
vents, fens, etc.; proper closing of all holes in outside wall larger than one-half ($\frac{1}{2}$) inch; proper repair
of doors, door sills, door casings, door transoms; and the removal of harborages. Screens for all food es-
tablishments will include sixteen (16) mesh to the inch fly screen and one-half ($\frac{1}{2}$) inch mesh nineteen (19)
gauge galvanized hardware cloth. Rat guards made of twenty-four (24) gauge galvanized metal or brick mortar
shall be properly placed in or around pipe and wire openings through the exterior walls of the building.

(b) Methods and Materials. Footings for all business buildings shall conform to the building
code for depth and shall also have a twelve (12) inch horizontal flange at the base of the footing project-
ing away from the building and on the entire perimeter of the building. In lieu of this added flange, a
solid concrete floor, if poured on solid ground, will be acceptable.

All window screens, vent screens, fan screens, and transom screens, from which rats may gain en-
trance to the building, shall be made of nineteen gauge one-half ($\frac{1}{2}$) inch mesh or smaller galvanized hardware
cloth in a metal frame made of twenty-four (24) gauge galvanized sheet metal. The metal frame shall be made
of three (3) inch strips of metal bent to form a closed channel for each side, top and bottom of the screen.
The corners shall be cut in such a manner as to give a double look joint at each corner. The cloth shall be
fastened to the frame with number two (2) tinners rivets. Screens shall be fastened to the casings with
screws to facilitate cleaning the windows or replacing of broken glass.

Door flashings shall be made of eight (8) inch strips of twenty-four (24) gauge sheet metal bent
to form a three and one-quarter ($3\frac{1}{4}$) inch flashing on the outside of the door, a two and one-quarter ($2\frac{1}{4}$)
inch flashing on the inside of the door, and an eight (8) inch flashing on lower half of the door where it
meets the casing. Tight fitting doors on the front of a building that will be well lighted at night do not
need to be flashed.

(c) Workmanship. All metal work shall be bent on a metal bending brake to assure smooth, even
bends. Holes in flashing and metal frames shall be made with a standard metal punch to assure neat work.
Sufficient screws shall be placed in screens to hold the hardware cloth in a flat plane. The flashing shall
form a symmetrical pattern at the base of the door casing, both in cross section and elevation.

(d) Supervision. All rat-proofing shall be under supervision of the Health Officer, and must
pass inspection by the Health Officer of the Health Department of Asheville, N. C.

Section 7. Failure to restore rat-proofing. It shall be unlawful for any agent, owner, occu-
pant, contractor, public utility company, plumber, electrician, steam fitter or other person to remove rat-
proofing from any business building for any purpose and fail immediately thereafter to restore the same in a
rat-proof condition or to make any new openings that are not immediately thereafter closed or sealed against
the entrance of rats.

Section 8. Feedstuffs. No person shall keep within the City of Asheville food for feeding chick-
ens, cows, pigs, horses or other animals, except stored in rat-free and rat-proof containers, compartments or
rooms unless same is kept in a rat-proof building.

Section 9. Garbage and refuse. Within the City of Asheville no person shall place any garbage
or refuse consisting of waste animal or vegetable matter, or small dead animals upon which rats may feed ex-
cept in covered containers of a type prescribed by City Ordinance and at a point where the same will be avail-
able to be collected by the Sanitary Department.

Section 10. Rubbish; trash. It shall be unlawful for any person within the City of Asheville to
leave, dump or permit to accumulate any garbage, rubbish or trash in any building or on any premises owned
ner that does, or may afford harborage of rats.

Section 11. New construction. It shall be unlawful for any person to construct, re-model or ren-
or have constructed, renovated or remodeled any business building, in whole or in part, or the installation
unless the same is equipped with rat-proofing and no building permit for the construction, remodeling or re-
modeling for any business building shall be issued unless the plans for same include rat-proofing.

Section 12. Health Officer. The Chief Health Officer shall have such powers as may be necessary
useful to carry out and effectuate the purposes and provisions of this Ordinance including without limiting
the generality of the foregoing) the following powers in addition to others herein granted: [illegible]
conditions anywhere in the City of Asheville in order to determine whether or not they are in fact, or may
not, conducive to the existence or spread of endemic typhus fever or other diseases transmissible to man
of this Ordinance, and for this purpose he may enter upon premises within the City at all reasonable
sorts for the purpose of making examinations and investigations, provided that such entry shall be made
such manner as to cause the least possible inconvenience to the persons in possession; in the case of private
dwellings or buildings where, after due diligence, he is unable to secure consent, the Health Officer or
cupant thereof, he is authorized, for the purpose of making such examination and investigations, to enter
ctly; fix the duties of such officers, agents and employees as he deems necessary to carry out the purpose
of this Ordinance; to delegate any of his functions and powers under this ordinance to such officers and agents
as he may designate.

Section 13. Penalties. Any person, firm, or corporation violating any provision of this ordinance
shall be guilty of a misdemeanor, and shall be fined not exceeding Fifty ($50.00) Dollars or imprisoned not
exceeding thirty days, and each day that any such violation continues shall constitute a separate offense
tute and be a separate and distinct offense.

Section 14. Repeal of conflicting ordinances. All ordinances or clauses of ordinances in conflict
with the provisions of this ordinance are hereby repealed.

Section 15. Effective date. This ordinance shall be in full force and effect [illegible]
date of final passage.

I move the adoption of the foregoing ordinance, this 27 day of October, 1940.

Walter I. Ammons
COUNCILMAN

SECONDED BY: C. B. Adams
COUNCILMAN

Read, approved and adopted, this 10 day of November, 1940, to become effective 30 days from November,
1940.

C. B. Jackson
MAYOR

APPROVED AS TO FORM:

R. W. Wells
COUPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Eller introduced a resolution authorizing City Manager to advertise certain property
for sale and to acquire certain easements with the proceeds therefrom, which was, upon motion of Councilman
Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2, page 882.

(Zoning ORDINANCE)

City Manager Burdette read a letter from the Planning and Zoning Commission in which it was
recommended that no change be made in the zoning ordinance with respect to Bend street.

No action was taken on this matter by the Council.

City Manager Burdette read a letter from the Carolina Tobacco Warehouse Corporation suggesting
that the City sell its equity in certain lands now a part of the site of the Carolina Tobacco Warehouse.

Councilman Mulvaney moved that this matter be referred to the City Manager for investigation
and report, which motion was seconded by Councilman Adams and unanimously adopted.

[illegible]

City Manager Burdette read a letter from the Southern Railway Company requesting permission to
remove the watchman and install electric signals, including bells and lights, at the Lyman Street crossing.

Councilman Adams moved that this matter be referred to the City Manager for investigation and
report, which motion was seconded by Councilman Peterson and unanimously adopted.

SALVATION ARMY CHEER FUND

A delegation from the Salvation Army appeared before the Council to request suggestions on the
matter of locating the Christmas Cheer fund board or huts on the downtown streets.

This matter was referred to Charles W. Dermid, Director of Public Safety, with the request that
he work out something satisfactory to all concerned.

There being no further business, the meeting was upon motion adjourned.

E. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 17, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, November 17, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, C. Fred Brown, W. C. Peterson, F. M. Mulvaney, Earl W. Eller, J. P. Adams, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced resolution appointing alternate member to Board of Adjustment under Ordinance #302, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 559.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 24, 1949 -- 4:00 o'clock

In the absence of the Mayor a regular meeting of the City Council was held on the above date.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 1, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, December 1, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, C. Fred Brown, Walter I. Abernethy, Earl W. Eller, W. C. Peterson, City Manager P. M. Burdette, Corporation Counsel R. W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Brown introduced resolution appointing member of Board of Plumbing Examiners, which was, upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 560.

Councilman Peterson introduced Ordinance #332, being "AN ORDINANCE AMENDING SECTION 535, OF ARTICLE XX OF CHAPTER XV OF THE CODE OF THE CITY OF ASHEVILLE RELATING TO RAILWAY CROSSINGS", which was, upon motion of Councilman Peterson, seconded by Councilman Abernethy, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Eller voted "aye"
Councilman Mulvaney voted "aye"	Councilman Brown voted "aye"
Councilman Peterson voted "aye"	Mayor Morgan voted "aye"

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 8, 1949 -- 4:00 o'clock P.

The City Council met in regular session Thursday, December 8, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen J. P. Adams, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #332, being "AN ORDINANCE AMENDING SECTION 535, AS AMENDED, OF ORDINANCE 302 ENTITLED AN ORDINANCE OF THE CITY OF ASHEVILLE RELATING TO RAILWAY CROSSINGS", was, upon motion of Councilman Peterson, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Eller voted "aye"
Councilman Adams voted "aye"	Mayor Morgan voted "aye"

A communication was read from the Board of Adjustment requesting the City Council to give serious consideration to rezoning as "neighborhood trading area" Merrimon Avenue from Ottari Road northward toward Beaver Lake.

Councilman Eller [illegible] resolution and report, which [illegible].

There being [illegible].

E. E. Morgan

Margaret Simmons

The City Council [illegible] Mayor presiding. Present: Councilmen Walter I. Abernethy, [illegible], James F. Adams, [illegible], and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance 332, being "[illegible] CITY OF ASHEVILLE [illegible]", was, upon motion of Councilman Abernethy, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Peterson voted "aye"
Councilman Eller voted "aye"

AN ORDINANCE AMENDING SECTION 535, [illegible] ENTITLED "RAILWAY CROSSINGS"

BE IT ORDAINED [illegible]:

Section 1. That section 535, [illegible], be amended by [illegible] to read as follows:

In line eight thereof [illegible] insert "[illegible]" before "provided, that" [illegible] other installed agents of the railway [illegible] Duke Power Company Electric Light property [illegible] cables;".

Section 2. That all ordinances and [illegible] hereby repealed.

Section 3. That this ordinance shall [illegible] final passage.

[illegible] the adoption [illegible]

[illegible]

[illegible] Road, [illegible] adopted, this [illegible] December, 1949.

ATTEST AS TO FORM:

R. W. Wells
Corporation Counsel

[illegible]

Councilman Eller [illegible] resolution of regret at the death of Charles R. Wells, which motion was [illegible] unanimously adopted.

[illegible]

Dr. William Jay Griffin requested the Council to [illegible] Auditorium Hall.

After discussion City Manager Burdette was instructed to [illegible] matter before the Council at its next meeting to discuss this matter with Dr. Griffin.

[illegible]

Mr. S. G. Bernard presented a letter on behalf of Mr. Thomas Perkins [illegible] City of Asheville for use as a public road or street the automobile [illegible] Parker, C. E., extending from Macon Avenue to the intersection of said road with the [illegible] Lane Street, in the City of Asheville, to Mountain Meadows Inn, [illegible] Asheville-Biltmore College.

Councilman Brown moved that this matter be referred to the City [illegible] investigation

...sel ... motion of ... resolution, which motion was seconded by Councilman ... unanimously adopted.

... there being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 22, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 22, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, M. C. Peterson, Walter I. Abernethy, Earl W. Eller, James P. Adams, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

At the request of Councilman Abernethy City Manager Burdette read a resolution regretting the death of Charles A. Webb, which resolution was seconded by Councilman Brown. Members of the Council stood for a moment of silence as they voted to pass the resolution.

Mr. Burdette paid his personal tribute to Mr. Webb, and joined the Council in their expression of regret.

Complete copy of resolution will be found in Resolution Book #2 page561.

City Manager Burdette presented a report from the Planning and Zoning Commission in which it was unanimously recommended to the City Council that they rezone the property from Ottari Road northward to the Lakeview line from residential to neighborhood trading area.

Mr. Burdette also presented a request from S. G. Bernard that the rezoning include the west side all the way to Beaverdam Creek.

Councilman Eller moved that the report of the Planning and Zoning Commission be accepted and that suitable amendment be drawn to that effect, which motion was seconded by Councilman Brown and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 29, 1949 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 29, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, M. C. Peterson, C. Fred Brown, Earl W. Eller, F. M. Mulvaney, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Eller introduced a resolution authorizing Mayor to execute deed to Mabel T. Anderson, which was, upon motion of Councilman Eller, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 562.

Upon motion of Councilman Eller, seconded by Councilman Brown, Corporation Counsel R. W. Wells was instructed to draw a resolution of regret upon the death of former Councilman Howard G. Etheridge.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 5, 1950 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 5, 1950, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, C. Fred Brown, F. M. Mulvaney, Earl W. Eller, M. C. Peterson, City Manager P. M. Burdette, Corporation Counsel R. W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

An expression of appreciation from R. Stanford Webb relative to resolution passed by the City Council regarding Charles A. Webb was received.

Councilman Brown introduced a resolution regretting death of Howard G. Etheridge, which was, upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 564.

Councilman Eller introduced resolution establishing parking meter zones, which was, upon motion of Councilman Eller, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 565.

Mr. S. G. Bernard presented a request that the matter of extending the neighborhood trading area on the west side of Merrimon Avenue to the bridge of Beaverdam Creek be referred to the Planning and Zoning Commission.

Councilman Eller moved that this request be granted, which motion was seconded by Councilman Adams and unanimously adopted.

City Manager Burdette presented a request from the State Highway and Public Works Commission that Haywood Road from Gill Street to the City limit be rezoned from business district to neighborhood trading area.

Councilman Eller moved that this request be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Adams and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 12, 1950 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 12, 1950, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, C. Fred Brown, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Adams introduced resolution authorizing Mayor to execute easement to Carolina Power & Light Company, which was, upon motion of Councilman Adams, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution book 2 page 566.

STATE OF NORTH CAROLINA,
COUNTY OF HENDERSON.

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 12 day of January, 1950, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and CAROLINA POWER & LIGHT COMPANY, party of the second part.

WITNESSETH:

That the said party of the first part, in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby give, grant and convey unto said party of the second part, its successors and assigns, the perpetual right, privilege and easement to go in and upon that certain tract or real property situated in said county and state, containing _____ acres, and bounded and described as follows:

Being all the lands described in and conveyed by certain deed from Frank E. Huff and wife, Ida E. Huff, to Mabel T. Anderson, which is recorded in book 281 on page 3 in the office of the Register of Deeds for Henderson County, N. C., to which deed reference is hereby made for a greater certainty of description.

And the land described in and conveyed by certain deed from Jeanette Crockett Davey and James A. Davey to Anderson Investments Corporation, which is recorded in book 245 on page 25 in the office of the Register of Deeds for Henderson County, N. C., to which deed reference is hereby made for a greater certainty of description.

And the same lands being the lands belonging to Anderson Investments Corporation and Mabel Anderson and husband, W. H. Anderson, which are bounded on the north by the lands of W. H. Anderson; on the east by the lands of Mabel T. Anderson; on the south by the lands of Anderson Investments Corporation; and on the west by the lands of Asheville-Hendersonville Airport.

Being the same easement described in that certain instrument dated December 30, 1949 from Anderson Investments Corporation, Mabel Anderson and husband, W. H. Anderson, to the City of Asheville, which is duly recorded in the office of the Register of Deeds for Henderson County, N. C., reference to which is hereby made for greater certainty of description.

And to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the ___ day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By_____ C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

State of North Carolina,
County of Buncombe.

This the ____ day of January, 1950, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, C. E. Morgan, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:

_____
Notary Public

State of North Carolina,
County of Henderson.

The foregoing certificate of _____, a Notary Public in and for the County of Buncombe, State of North Carolina, duly authenticated by his Notarial Seal, is adjudged to be correct, in due form and according to law. Therefore, let said instrument, together with said certificate and this certificate, be registered.

WITNESS my hand at Asheville, N. C., this the ____ day of _____, 1950.

_____
Clerk Superior Court

City Manager Burdette presented a report from the Planning and Zoning Commission recommending to the City Council that the rezoning of Merrimon Avenue from Ottari Road northward extend to the Lakeview Park line and no further.

City Manager Burdette presented a report from the Planning and Zoning Commission recommending to the City Council that the business district generally bordering Haywood Road at the Westernmost lines of the City of Asheville as now shown on the zoning map of the City of Asheville be erzoned "Neighborhood Trading Area".

Councilman Adams moved that the recommendations of the Planning and Zoning Commission be accepted, and that the Corporation Counsel be instructed to draw proper advertisement of hearing on proposed amendments to zoning ordinance, which motion was seconded by Councilman Eller and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 19, 1950 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 19, 1950, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, M. C. Peterson, F. M. Mulvaney, James P. Adams, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Brown introduced resolution appointing two members of Board of Trustees of the Firemen's Relief Fund, which was upon motion of Councilman Brown, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 567.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 26, 1950 -- 4:00 o'clock P. M.

Because of the lack of a quorum no meeting of the City Council was held on the above date.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 2, 1950 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 2, 1950, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, James P. Adams, M. C. Peterson, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Abernethy introduced Ordinance No. 333, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, known as 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", this being the date set for the public hearing on said ordinance.

Mr. John Acee of the Builders Supply and Coal Company requested that the property occupied by his company be exempted from Section 2 of said ordinance.

Councilman Abernethy moved that this request be referred to the City Manager for investigation and report, which motion was seconded by Councilman Eller and unanimously adopted.

Whereupon said ordinance was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Mayor Morgan voted "aye"

The Advisory Board on Smoke Abatement, through its chairman Arnold E. Vanderhoof, presented a report and recommendations to the City Council.

Honorable Mayor and City Council,
Asheville, North Carolina.

Your Advisory Board on Smoke Abatement herein reports it's findings on the progress being made by the Smoke Abatement program.

Your Board finds itself in the dilemma which many previous Boards of Asheville have experienced during the past thirty years and which is not uncommon in the experiences of other cities. Considerable improvement in conditions were effected during the first two and a half years, after which the program was curtailed, with the deteriorating results which are observable today. While it is felt that considerable improvement in smoke conditions was attained, it should be realized that it was accomplished in a field where improvement was most easily obtained and observed. By this it is meant that the improvement was made by the larger plants and most flagrant violators of the law and by the most public-spirited of our people.

Future improvement can be purchased only with greater effort. Plants which have been improved must be kept under constant observation. Smoking plants must be inspected while they are smoking and while the fireman is present. Detailed records must be kept to show how long and how often and just why offending stacks are in violation of the law. This information, with recommendations, must be presented to the owners of such stacks. Not only must firemen be instructed but owners must be instructed, that they are responsible for the acts of their firemen. It means a more drastic action taken with the Southern Railway, where in the past six months smoke conditions have deteriorated greatly despite the replacement of many coal burning locomotives with diesels. Any action in the latter field will require the preparation of a report depicting with details the actual conditions existing in the yards from day to day over a considerable period before the subject can be presented to the proper authority with effect. In addition to the above, the issuing of permits and inspection of new work must be accomplished with greater thoroughness. More detailed records of all activities of the office are becoming increasingly important and must be kept in such a manner as to be used with the greatest effect in the work. A high order of public relations must be maintained in order to hold the cooperation of the public and make it possible to force, should it become necessary, compliance with the law.

The ultimate aim of all this is to reduce to a minimum, consistent with the best practice of the day, the dense smoke emitted from every chimney in the City, numbering at present, it is estimated, over 3,000, and scattered over an area of well over 12 square miles. To fully realize this ultimate aim within a period of a few years would present a material problem of vast proportions and require the services of an engineer of high capabilities, assisted by at least four engineers with experience in this work. The cost of such an organization, it is realized, would be thought too great, but probably in the long run it would be the cheapest plan for prosecuting the program.

The foregoing outlines, in a general way, the requirement of the Smoke Abatement office. The City of Asheville, has today, to carry out the ramifications of this Office, one engineer and a part-time clerk.

A synopsis of the engineer's diary for the month of last November is of interest. It indicates that he made 144 calls which might be classified as follows:

Complaints	47
Assistance to Contractors	38
Assistance to commercial plants	32
Assistance to domestic plants	27

These classifications are described as follows:

COMPLAINTS refer to cases where smoking chimneys were brought to the attention of the Smoke Office by [illegible] citizens. The offending chimneys were about equally divided between the down-town section and the residential area. Each complaint was processed, causes determined, and required action taken. This usually necessitated the locating of the fireman or manager of the building, or probably both. Most cases required one or more follow-up calls not recorded.

ASSISTANCE TO HEATING CONTRACTORS includes advising on the setting or operation of heating equipment and controls and checking their operation.

COMMERCIAL PLANTS refer to the larger heating installations found in industrial plants and large buildings. Most of the plants are operated by a part-time firemen who is usually difficult to locate and, in addition, managers must be located also.

DOMESTIC PLANTS are residences equipped to burn fuel at a low rate and do not usually offer difficulties mentionod above.

The salient point is that in the month of November there were 22 full working days and 144 cases were processed. That is an average of 6-½ cases per day with an average of 1-¾ hours per case. This is a splendid record of accomplishment if nothing but routine work was required.

The above might be referred to as the measure of accomplishment of the Office and the following paragraph depicts its short-comings.

The services here referred to are a necessary function of the Smoke Office but it must be remembered that it was very probably not rectifying the most urgent cases. The engineer's entire time was being directed by circumstance rather than by a thought-out plan. Had he been able to plan his time, better results could be hoped for. It is impossible, as the office is today organized, to keep adequate records and the engineer would not have the time to use them intelligently if they were available. Nothing was done or has been done for months in the vicinity of the Southern Railway, and nothing is being done to build up a program of public relations.

It is the opinion of your Board that the fundamentals of Smoke Abatement are:

Adequate Engineering Talent.
Highly Developed Public Relations.
Whole Hearted cooperation of City Government.

An attempt has been made to show that the engineering talent is inadequate to carry on the work of the project and to develop the necessary public relation.

Your Board feels, of necessity, that the Smoke Abatement Project lacks the cooperation of the City Council. The present set-up of the Office is entirely the result of the Council's action, without advice from this Board. The object of this action, as this Board is advised, was to save $8000 in order to bring into balance the City Budget. The total operating budget of the City for the year is approximately $1,780,000 and the $8000 to be saved was less than 1/2 of one percent of the whole. That this entire sum of $8000 should have been taken from the budget of Smoke Abatement, thus reducing its total by 62%, foredoomed the project to failure, as this Board advised the Council at the time. It is hardly reasonable to believe that the budget of a single department of the City could sustain a cut of 62% and continue to function. This Board was led to believe that the employment of another engineer before the year was over would be given serious consideration. Accordingly, your Board, after locating an available engineer, who showed excellent qualifications, recommended to the Council on January 12th, that he be employed. This recommendation was laid aside without formal action. The question might, with reason be asked, if it is the design of the City Council to relieve this Board of all responsibility for Smoke Abatement and to assume that responsibility itself.

Your Advisory Board herewith again submits the recommendation that this engineer or another engineer meeting the requirements of this Board and of the City Manager, be employed at the earliest possible date so that his services may be made available during the remainder of this heating season. There is reason to believe that an engineer can be employed for a salary of $300 a month, which would entail an additional expense of $1500 for the balance of the year. For your information in the consideration of this recommendation, it seems pertinent to state the plans and hopes of this Board for the future. They are summarized as follows:

(1) Employ an additional engineer immediately.
(2) During summer months it is hope that the City can obtain without cost from the Coal Dealers Association, the services of several engineers to assist in the yearly inspections.
(3) By the next heating season, if all goes well, it is hoped that an apprentice engineer and a full time clerk can also be employed.

In order that the Board might have some assurance of the public's sentiment on this subject, before preparing this report a list of twenty-five prominent business men and taxpayers of the City, selected at random, were asked, "Do you want this project continued and prosecuted with new vigor or would you prefer to see it abolished?" All but one, without qualification, advised continuing the work. One man would not commit himself either way.

The Board is of the opinion that this is the time for the City Council to ask itself this same question. Is the Council seriously interested in carrying on Smoke Abatement with vigor? If not, this work will not have the backing or force necessary for its success, regar[illegible] take on this recommendation of the Board.

It is requested that this report be given the thourhtful consideration of the City Council and that a copy of it be spread on the Minutes of this meeting.

Respectfully yours,

Arnold H. [illegible]
CHAIRMAN, [illegible]

Mayor Morgan thanked the Board for their work and for the above report. There was [illegible] of several points between members of the Council and members of the Advisory Board.

Councilman Abernethy moved that the report and recommendation be accepted as a part of the minutes of this meeting, and that this matter be referred to the City Manager to see what can be done, and be reported at the next meeting of the Council. This motion was seconded by Councilman [illegible] and adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 9, 1950 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 9, 1950, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, M. C. Peterson, Walter J. Abernethy, Earl W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette, having been requested to investigate the request of [illegible] that the property occupied by Builders Supply and Coal Company be exempted from section 2 of said ordinance, presented a report from the Planning and Zoning Commission recommending that no change be made in this matter.

Whereupon Ordinance #333, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, known as 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

City Manager Burdette reported that after a careful study of the report and recommendations of the Advisory Board on Smoke Abatement he recommended the employment of an assistant to the Smoke Abatement engineer George O'Neal, which recommendation was accepted by the Council.

Mr. Burdette suggested that between now and the beginning of the fiscal year a careful study should be made of the smoke abatement program.

City Manager Burdette presented a memorandum from Corporation Counsel R. W. Wells examining the advisability of amending the zoning ordinance to provide for a commercial zone to fill a gap between business and industrial areas. Mr. Burdette recommended to the Council that this matter be referred to the Planning and Zoning Commission for formal recommendations and report.

Mr. Anthony Redmond, secretary of the Planning and Zoning Commission, spoke briefly on this subject and expressed the willingness of the Commission to undertake this study.

Councilman Eller moved that the Planning and Zoning Commission be requested to make a study and recommendations on this matter, which motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

[illegible], February 16, 1950 -- 4:00 o'clock P. M.

P. M. with Mayor C. E. Morgan presiding. The City Council met in regular session Thursday, February 16, 1950, at 4:00 o'clock Present: Councilmen F. M. Mulvaney, Earl W. Eller, M. C. Peterson, Walter J. Abernethy, James P. Adams, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

...AND ZONING ORDINANCE, BEING ORDINANCE ...ING THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of ..., unanimously passed on its third and final reading, ...

Councilman ... voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 333

...ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE ... ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE ... ASHEVILLE", be amended as follows:

That the property hereinafter described as follows be and is hereby rezoned from RA-6 Residential ... Tract by extending the present neighborhood trading area, as shown on said ... Merrimon Avenue, in a northern direction from the place of termination of said ... over the intersection of Ottari Road and Merrimon Avenue to include ... within the confines of said neighborhood trading area the land more particularly bounded and described as follows:

Lots the lots of record designated as Lots 17, 18, 29, 29½, and 29 3/4, Sheet 6, Ward 8, Lots ..., 21, 22, 22, 1, 342, 1¼, and 1½, Sheet 23, Ward 8 on the City of Asheville Tax Maps; the intention hereof and hereby to rezone from RA-6 Residential District as shown ... Neighborhood Trading Area all the land abutting on the east and west margins of Merrimon Avenue ... the intersection with Ottari Road and running in a northern direction to the Lake View Park boundary line where said Lake View Park boundary line crosses Merrimon Avenue, said Lake View Park ... line ... of said common with the southern boundary line of the lots of record designated as Lot ... 342, Sheet 23, Ward 8, as shown on the City of Asheville Tax Maps, said boundary line of said ... being the rear lines of these lots hereinabove referred to, which are the eastern ... Merrimon Avenue.

Section 2. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE ... CITY OF ASHEVILLE", be further amended as follows:

That the property bounded and described as follows be and is hereby re-zoned from Business District ... Trading Area:

All of that property in the westernmost part of the City of Asheville as shown on said ... map, as Public District, beginning at the intersection of Haywood Road and the City of Asheville ... thence extending or running eastwardly and generally bordering on both sides of Haywood ... the eastern terminus of that certain RA-6 Residential District, as shown on said map, which said ... terminus intersects said Haywood Road at a point approximately 250 feet from and east of the intersection ... of Haywood Road.

Section 3. That the office of the City Engineer is hereby authorized and directed to make the ... as provided in Sections 1 and 2 above in said zoning map.

Section 4. If any section, sub-section, sentence, clause or phrase of this ordinance is for ... be invalid, such decision shall not effect the validity of the remaining portions of ... hereof. The City Council hereby declares that it would have passed this ordinance and each section, ... sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, ... sentences, clauses or phrases be declared invalid.

Section 5. That all ordinances and clauses of ordinances in conflict herewith be and are hereby ... repealed.

Section 6. That this ordinance shall be in full force and effect fifteen days from date of ... final passage.

Upon the adoption of the foregoing ordinance, this 2 day of February, 1950.

W. I. Abernethy
COUNCILMAN

SECONDED BY: James P. Adams
COUNCILMAN

Read, approved and adopted, this 16 day of February, 1950, to become effective 3 day of ..., 1950.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Mayor Morgan reported on the annual meeting of Memorial Mission Hospital.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

...day, ... 20, 19... -- ...

The City Council met in re...lar session ... present: Councilmen ... Brown, W. C. ..., ... Mayor C. E. Morgan presiding. ... Walvaney, Walter ... Abernethy, City Manager ... Aiken, ... S. Morgan.

The minutes of ... meeting were read ...

Councilman Adams ... resolution ... Chapter of America for ... range ... public law 352, ... tion of Councilman Adams, seconded ... Councilman Walvaney, unanimously ...

Complete copy of resolution will ... in the minutes ...

City Manager ... read a communication from ... Planning and Zoning Commission ... existing ... where lines of zoning are not compatible with ...

Upon motion of Councilman Brown, seconded ... to the Planning and Zoning Commission for report ...

The Council was invited to attend a meeting ... at 8 o'clock in Room 405 Court House, at which Mr. ... will be the principal speaker. Councilman Abernethy ... if possible.

There being no further business, the meeting was ...

C. E. Morgan

Margaret Simmons

The City Council met in regular session ... with Mayor C. E. Morgan presiding. ... present: Councilmen ... Walter I. Abernethy, C. ... Mayor C. E. Morgan.

The minutes of the previous meeting were ...

Councilman Eller ... resolution relative ... and Courtland Circle ... upon motion of Councilman Eller, seconded by Councilman ...

Complete copy of resolution will ... in the minutes ...

City Manager ... read a communication from ... Assessment Committee, recommending that ... on the Advisory Board of the Drake Abatement ... in accordance with this recommendation, which motion was ... adopted.

April 1st, Mr. P. V. ... presented to the Council his ...

Mr. Mayor and Gentlemen of the City Council:

About fifteen years ago I was first appointed City ... Asheville. It was in 1935. It has been my privilege during the period to serve under four ... Councilmen. At that time the city was in serious default in its ... national depression was in its beginning. In quick succession ... that people might live. Bread lines and employment-seeking lines were daily ... There was no City Auditorium, no Lexington Avenue ... and swimming pool, no West Asheville bridge, no stadium, no street ...

[illegible] will all its requirements and repressions. Local [illegible] cooperation, and local governmental necessities. [illegible] Through the heroic cooperation of an organization of city [illegible] citizenship, all storms were weathered. The public debt was reduced [illegible], progress was kept in line with the city's resources, [illegible] strictly a pay-as-you-go basis.

[illegible] to comply with the requirements of this growing [illegible] the assurance of a most necessary water supply. [illegible] the planning stage. The public housing problem, [illegible] the public school problem, will get under direct attack. [illegible] will present to you a community program, for early decision. [illegible] planned.

[illegible] part, I find as a matter of self-interest, that I should [illegible] City Manager, to become effective, if I may, with [illegible] official duties on this date. I do not remember of [illegible] official relations I have had with the various members [illegible] of the governing bodies, I cannot recall a single unpleasant [illegible]. And, I would like, as an expression of due appreciation, that all city [illegible] realize how important I rate to the humblest employee, have been [illegible]. And, last but not least important, I cannot refrain from expressing [illegible] appreciation for the sympathetic cooperation of the people of the City of [illegible] has rendered in this life.

P. M. Burdette
City Manager

[illegible] Burdette had served his office with dignity and good judgment and [illegible] the city have his leadership. Mr. Frank further stated that he sincerely [illegible] to accept Mr. Burdette's resignation taking effect as of April 1st.

[illegible] Councilman Abernethy concurred with the expressions made by Councilman [illegible], and stated that many citizens had expressed to him their regret on hearing the first [illegible] resignation.

[illegible] the city and during the leadership of Mr. Burdette, and expressed appreciation [illegible] for his cooperation in meeting all the problems facing the city administrations.

[illegible] motion was unanimously adopted.

[illegible] members of the Council for their heart-felt expressions.

[illegible], relative to the meeting on other business, expressed his regret at Mr. Burdette's resignation.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, March 9, 1950 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 9, 1950, at 4:00 o'clock P. M. with Mayor Morgan presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, C. Fred Brown, F. W. Mulvaney, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Mr. Don Young, attorney for Mrs. Connie Davis, presented claim for damages in the amount of $10,000.00.

Asheville, N. C.
March 9, 1950

The Honorable Mayor, City Manager and Council of the City of Asheville:

The undersigned, Mrs. Connie Davis, of Asheville, North Carolina, by and through her attorney Don C. Young, hereby files claim against the City of Asheville for personal injuries sustained by the said Mrs. Connie Davis, at the time, place and manner, hereinafter set out, to-wit:

1. DATE: Claimant was injured on the 29th day of January, 1950, at about 11 o'clock A. M.

2. PLACE: Claimant was injured on the street on the North side of in front of the entrance to the Police and Fire Departments of the City of Asheville.

3. MANNER OF INJURY INFLICTION: Claimant was on her way walking from the Court House to the Police Station of the City of Asheville and she was walking in the most direct route from the North Curb of the wide street to the entrance to the Police Department when she stepped in a concealed hole in said street and was thrown thereby to the street with great force, which seriously and permanently injured her; that this hole in the street had been there for a long time prior thereto and is approximately three (3) inches long, two (2) inches wide, and two (2) inches deep and at said time the vision thereof was concealed from the claimant.

4. CHARACTER OF INJURY: That at said time claimant was between seven and eight months pregnant and when she was thus suddenly and unexpectedly thrown to the pavement of said street, because of the negligent conditions aforesaid, she was greatly bruised and injured on her right hip, right knee and her hip joint, and her physical condition because of her pregnancy was greatly injured and damaged in that she was greatly shocked and as a result became nervous, the birth of her child accelerated resulting in the birth thereof at least one month in advance of its stated time; that she was required to go to the hospital, employ physicians and nurses and was seriously and permanently injured.

5. AMOUNT OF DAMAGE CLAIMED: That as a result of the negligence on the part of the City as aforesaid claimant has been permanently injured and damaged in the sum of at least $10,000.00, for which this claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted this the day and year first above written.

Mrs. Connie Davis

By Don C. Young
Attorney for Claimant

Councilman Brown moved that this claim be referred to the Corporation Counsel for investigation and report, which motion was seconded by Councilman Mulvaney and unanimously adopted.

[illegible]

Councilmen Adams introduced a resolution appointing members of the Planning and Zoning Commission for the City of Asheville, which was, upon motion of Councilman Adams, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 570.

[illegible]

Councilman Mulvaney introduced resolution appointing two members of Advisory Boards created under Ordinance #310, which was, upon motion of Councilman Mulvaney, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 571.

[illegible]

City Manager Burdette presented a communication from the Planning and Zoning Commission recommending no specific change be made in the existing boundaries of RA-10 residential district or any other district. However, at its regular meetings it does and will continue to give consideration and study to the boundaries of all of these districts under the present zoning ordinance and will from time to time make such recommendations for changes as appear to the commission to be for the benefit of the community.

The above recommendation was received by the Council and ordered placed upon the minutes.

[illegible]

City Manager Burdette informed the Council that a building permit had been requested for the construction of a building on Flint Street north of the City Auditorium to be used as a hotel and parking garage; that this construction had been cleared with the State Insurance Commission, the Fire Commissioner of the State of North Carolina, and with Chief Fitzgerald, but that there was a technicality in an old city ordinance against rental of living quarters above a commercial garage.

Councilman Eller moved that the Corporation Counsel be instructed to draw an amendment to the building code exempting Class A buildings from said ordinance, which motion was seconded by Councilman Brown, and unanimously adopted.

[illegible]

Mr. Charles G. Tennent, spokesman for a group of residents of the Montford Hills-Pearson Drive section, appeared before the Council opposing the use of certain property on Riverside Drive as a sanitary fill. Mr. Tennent requested: (1) That the City Council assure them that the city would seal off present operations before the fly season begins or certainly not later than April 15th; and (2) that the proper departments of the city make an immediate investigation and locate other property suitable for this purpose.

Mr. Senford W. Brown tendered an offer to the city to use a seven-acre tract he owns between Hans Rees Tannery and Hildebrand Machinery Company and the Asheville Livestock Yards.

Mayor Morgan thanked Mr. Brown for this offer.

Councilman Abernethy moved that the City Manager and Director of Public Works start immediately to try and locate some other site suitable for garbage disposal, which motion was seconded by Councilman Mulvaney and unanimously adopted.

[illegible]

Mayor Morgan announced that the Council had unanimously agreed that Mr. Weldon Weir will be named as City Manager to take effect April 1st.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 16, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 16, 1950, at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen James P. Adams, Walter I. Abernethy, Earl W. Eller, M. C. Peterson, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

Councilman Eller introduced resolution authorizing Mayor to sign and execute supplemental agreement between City of Asheville and State Highway and Public Works Commission, which was, upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 572.

NORTH CAROLINA
BUNCOMBE COUNTY

CITY OF ASHEVILLE

AND

SUPPLEMENTAL AGREEMENT
IN RE: PROJECT 9075

STATE HIGHWAY AND PUBLIC WORKS
COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the _____ day of _____, 1950, by and between the CITY OF ASHEVILLE, Buncombe County, North Carolina, party of the first part, and the STATE HIGHWAY AND PUBLIC WORKS COMMISSION, an agency of the State of North Carolina, party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the said City and Commission have heretofore entered into an agreement in regard to the above captioned project under the date of the 6th day of March, 1948, by which agreement each party agreed to do and perform certain things therein set out; that one of the things therein agreed to be done by the City was that the City would, out of its own funds and subject to certain provisions therein contained, reimburse the Commission to the extent of thirty-three and one-third per cent (33 1/3%) for all expenditures which it might make on account of rights of way for said project, such additional widths as might be necessary for the construction of said project, and additional areas to be reserved as sight distance areas at several intersections, and for the removal therefrom of all obstructions of any kind or character necessary for the construction of said project in accordance with the approved plans; and

WHEREAS, since the execution of the aforesaid agreement, the City desires to change the conditions under which it has agreed to contribute to the construction of said Project 9075 so that the City will contribute seventy-five thousand dollars ($75,000) of the aforesaid cost in place of and instead of the thirty-three and one-third per cent (33 1/3%) of the aforesaid cost which is provided in the original agreement, said seventy-five thousand dollars ($75,000) to be deducted in four equal installments from the funds allotted by the Commission to the City during the fiscal years 1949-1950, 1950-1951, 1951-1952, 1952-1953; and,

WHEREAS, the Commission is agreeable to the change as outlined by the City;

NOW, THEREFORE, IT IS AGREED between the parties hereto that the conditions set out in the aforesaid agreement, dated the 6th day of March, 1948, be amended to provide that the City will participate in the expenditures made on account of the rights of way for Project 9075, Buncombe County, as outlined in the aforesaid agreement to the extent of seventy-five thousand dollars ($75,000) to be deducted in four equal installments from funds allotted to the said City by the Commission during the fiscal years 1949-1950, 1950-1951, 1951-1952, 1952-1953.

Except as herein changed or modified the aforesaid agreement is to remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed in duplicate on the part of the said City, by authority duly given, as evidenced by the attached certified copy of resolution, authorizing the same, as of the day and year first above written.

ATTEST:

_____
CITY CLERK

CITY OF ASHEVILLE

By _____
MAYOR

APPROVED AS TO FORM & LEGALITY:

_____
CITY ATTORNEY

APPROVED:

_____
CITY MANAGER

ATTEST:

_____
SECRETARY

STATE HIGHWAY AND PUBLIC WORKS
COMMISSION

By _____
CHAIRMAN

APPROVED AS TO FORM & LEGALITY:

_____
GENERAL COUNSEL

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Lunsford
CITY CLERK

Thursday, March 23, 1950 - 4:[illegible] o'clock P. M.

The City Council met in regular session Thursday, March 23, 1950, at 4:[illegible] o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen Walter I. Abernethy, M. C. Peterson, [illegible], Earl W. Eller, James P. Adams, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

A communication was read from the Civil Service Commission concurring with [illegible] resolution instructing the City Manager to meet with the Civil Service Commission.

This communication was received as a matter of information.

A communication was read from the Service Company 120th Infantry North Carolina National Guard requesting the City to make available part of the funds required to adapt the new Maintenance Building on Hunt Hill Place for use as an Armory.

Councilman Mulvaney moved that the City Manager be instructed to investigate this matter and see whether this expense will be justified, which motion was seconded by Councilman Adams and unanimously adopted.

A communication was read from the Planning and Zoning Commission recommending that an amendment be made to the Zoning Ordinance, being Ordinance #322, which would provide that any use permitted in a Neighborhood Trading Area be permitted in Business District and Industrial District, it being the purpose of this amendment to clarify the intent of the Ordinance that uses permitted in the more restricted districts should be permitted in the less restricted districts.

Councilman Abernethy moved that the recommendations of the Planning and Zoning Commission be accepted, and that the Corporation Counsel be instructed to draw proper advertisement [illegible] on proposed amendment to the zoning ordinance, which motion was seconded by Councilman Eller and unanimously adopted.

City Manager Burdette presented a report from Charles W. Jarvis, Director of Public Safety, stating that State Fire Marshal Sherwood Brockwell and Chief Fitzgerald had approved the installation of gasoline pumps inside of Class "A" constructed buildings with living quarters above, provided adequate natural circulation of air is provided, and further providing that the gas tanks which feed the pumps must be on the outside of the building and on a lower elevation than the lower floor of the building.

Councilman Peterson introduced Ordinance No. 344, being "AN ORDINANCE AMENDING CHAPTER 3, ARTICLE 1, BUILDING CODE, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO RESTRICTIONS, GARAGES, ROOMS, APARTMENTS, which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Abernethy voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Vice-Mayor Brown voted "aye"

Councilman Abernethy introduced a resolution confirming election of William Nicholove as a member of the Civil Service Commission; appointing J. Walter McRary a member thereof; and directing the City Manager to attend meetings thereof, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 573.

City Manager Burdette presented a report relative to the use of the property on Riverside Drive as a sanitary fill.

MEMORANDUM TO: Mr. P. M. Burdette
City Manager

Reference is made to reports submitted to your office in 1949 relative to the problem at the Sanitary Fill, and the requests made by Montford Hills residents.

Attached please find proposed plan for operating the Sanitary Fill, more particularly described as City of Asheville Sanitary Fill Property on file in the Engineering Department

#10-1. It is believed that this proposal will satisfy Montford Hills residents except for the possibility that we plan to extend this fill down stream to property line on land owned by Mrs. Frances Orden.

It would require approximately the balance of this calendar year to reach this property line. As the plan indicates, we would then move up stream in the direction of the railroad bridge. This would necessitate negotiations with several property owners, and your office should be authorized to make whatever negotiations are necessary to carry out the Sanitary Fill plan.

As to the proposal submitted by Mr. Sanford Brown that we utilize property further up stream from this location, this would be of such temporary nature that I do not think it would relieve our overall problem.

For your information, the Sanitary Department is continuing its study of providing additional property for land fill methods, however, it now appears that this plan, if approved, will solve our problem until 1956.

Weldon Weir
Director

Councilman Adams moved that this report be accepted and that the City Manager be authorized to negotiate for the additional property required, which motion was seconded by Councilman Eller and unanimously adopted.

Mr. George Wright, on request of and as spokesman for the Library Board, appeared before the City Council and explained that it is necessary for the library to have additional space in order to carry on its operations. Mr. Wright requested the Council to authorize the City Manager to make an investigation and find out what can be done in the way of providing for the library additional space located so as to be practical and feasible in the operations of the library, provision for same to be taken care of in the budget for the next fiscal year.

City Manager Burdette stated that he believed this need could be met in a practical way and hoped the request would be granted.

Councilman Peterson moved that the City Manager be authorized to look into the matter and see what relief can be given, which motion was seconded by Councilman Abernethy and unanimously adopted.

Councilman Adams introduced a resolution authorizing execution of lease between City of Asheville and United States of America covering site for United States Army Reserve Corps Armory, which was, upon motion of Councilman Adams, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 575.

Mr. James S. Howell, attorney for Marie Johnson, presented a claim for damages in the amount of $2,500.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HON. MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

I herewith present claim to you and respectfully make demand for settlement, as provided by the Charter of the City of Asheville, relating to actions and claims against the City, as is specifically set forth in Section 149 of the Charter, of the City of Asheville, described in the Code of the City of Asheville, 1945 edition.

I am presenting this claim on behalf of Marie Johnson, #97 Broad Street, Asheville, North Carolina.

The facts are that claimant was proceeding over the sidewalk on the Northern part of Eagle Street, immediately East of Valley St., approximately twenty feet from Valley Street, on February 28, 1950, at approximately 8 p. m. At a point approximately twenty feet from Valley Street, on the said North sidewalk margin, close to a fire plug, the sidewalk is in a poor state of repair, and has holes at said place, and claimant, owing to the dim light, and the faulty condition of the sidewalk, stepped into a hole, which caused her to be thrown to the ground, and as a result she suffered what Dr. Stanley S. Aikins described as a Colles' fracture of the left wrist.

Claimant, at the time she was injured, was employed, and as a result of her injuries has had to incur expenses for medical attention, suffered loss of time from her work, and suffered from the injuries sustained by her, and therefore respectfully makes demand upon the City of Asheville that she be paid for her injuries in the sum of Twenty-five Hundred ($2,500.00) Dollars, in compliance with the Code of the City of Asheville in such cases made and provided.

Respectfully submitted, this the 23rd day of March, 1950.

James S. Howell
Attorney for Claimant

Mr. James S. Howell, attorney for May Belle Payton, presented claim for damages in the amount of $5,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HON. MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

We herewith present claim to you and respectfully make demand for settlement, as provided by the Charter of the City of Asheville, relating to actions and claims against the City, as is specifically set forth in Section 149 of the Charter, of the City of Asheville, described in the Code of the City of Asheville, 1945 edition.

We are presenting this claim on behalf of May Belle Payton, who resides at [illegible], in the City of Asheville, North Carolina.

The facts in connection with this claim are that from the period of time commencing on about January 1, 1950, and at frequent intervals during the months of January, February and March, 1950, the claimant, May Belle Payton, has been greatly damaged by virtue of breach of contract, entered into between the City of Asheville and the said May Belle Payton, on the 21st day of October, 1948, wherein, among other things, the City of Asheville contracted and covenanted to erect a retaining wall to support and sustain a fill on Carroll Avenue, which fill and retaining wall were improperly constructed, so that rains during the months of January, February and March, 1950, have caused the red dirt in said fill, because it was inadequately retained, to wash down upon the property of this claimant, which is immediately South of said wall; and by the negligent acts of the City of Asheville, by and through its agents and employees, in negligently constructing the said retaining wall, and in negligently using materials unsuitable for the construction of the same, and negligently failing to properly maintain said wall, and negligently failing to take the necessary steps to protect this claimant's property, and in wilful breach of the hereinbefore mentioned contract, the City of Asheville has greatly damaged this claimant's property, and continues to damage this claimant's property, by reason of the things and matters hereinbefore set forth; and by said acts of negligence, and in breach of said contract, and especially by the method and manner in which the said walls, fill and retaining walls were constructed, and in the negligent manner in which the City of Asheville has undertaken to repair and maintain the same, large amounts of water, clay, and other debris have been thrown upon the claimant's driveway, and has prevented the ordinary use of the same, and have made a quagmire and mudhole of claimant's yard, by reason of the things and matters hereinbefore stated, and have imposed an additional burden upon claimant's property, and have substantially appropriated said land and made it practically unusable by this claimant, all to her great damage in the sum of Five Thousand ($5,000.00) Dollars, and we respectfully make demand for payment of damages in the sum of $5,000.00 damages, as sustained by client, the claimant.

Respectfully submitted, this the 23rd day of March, 1950.

James S. Howell
James S. Howell

Oscar Stanton
Oscar Stanton, Attorneys
for May Belle Payton

Councilman Abernethy moved that these claims be referred to the City Manager and Corporation Counsel for investigation and report, which motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 30, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 30, 1950, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, James F. Adams, Walter W. Abernethy, W. C. Peterson, C. Fred Brown, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel J. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was read from the Civil Service Commission announcing the appointment of Mr. Tom Mason as the third member of said Commission.

SAMUEL J. FISHER - [illegible]

A communication was read from Sherwood Brockwell, State Fire Marshal, stating that tanks and pumps properly installed underneath the ground and outside of the building would not materially add any undue fire or explosion hazard.

[illegible]

Ordinance No. 334, being "AN ORDINANCE AMENDING CHAPTER 3, ARTICLE 1, BUILDING CODE, OF ORDINANCES, ROOMS, APARTMENTS, was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Adams introduced Ordinance No. 335, being "AN ORDINANCE AMENDING THE ZONING MAP AND [illegible], BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Adams, seconded by Councilman Peterson, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Brown stated that it was with a great deal of pleasure that he offered the name of Mr. Weldon Weir for the position of City Manager. This motion was seconded by Councilman Eller.

Mr. Burdette congratulated the Council on its decision in appointing Mr. Weir, and also congratulated Mr. Weir on going into a position which gives him an opportunity to serve the people of this city. Mr. Burdette also thanked the city employees for their loyalty to him, and expressed his appreciation for the consideration shown him by the members of the press and the citizens of the city.

Mayor Morgan thanked Mr. Burdette for his expressions, and wished for him every success in his new work.

Councilman Adams moved that the nominations be closed. Upon a standing vote of the Council Mr. Weir was unanimously elected to the position of City Manager.

The oath of office was administered to Mr. Weir by Mr. J. Ed Swain, Clerk of the Superior Court.

Mr. Weir expressed his appreciation of the honor conferred upon him, and stated that it was his ambition to accept this honor as a challenge to serve the City Council and the citizens of our community.

Mr. Weir announced the appointment of John C. Walker as City Engineer, and stated that he would retain the duties of Director of Public Works in addition to his job as city manager, appointing Mr. Charles L. Merrid, Director of Public Safety, to the additional job of Assistant Director of Public Works.

Mr. Charles Neal appeared before the Council and requested that an investigation be made of a street right-of-way in the vicinity of Weaver and Sorrells Streets.

Councilman Abernethy moved that this matter be referred to the City Manager for investigation and report, which motion was seconded by Councilman Adams and unanimously adopted.

There being no further business, the meeting was adjourned with a prayer by the Reverend E. P. Blackerd, pastor of Central Methodist Church.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 6, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 6, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: F. M. Mulvaney, C. Fred Brown, Earl W. Eller, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #334, being "AN ORDINANCE AMENDING CHAPTER 3, ARTICLE 1, BUILDING CODE, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO RESTRICTIONS, GARAGES, ROOMS, APARTMENTS, WAS, UPON MOTION OF Councilman Peterson, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Adams voted "aye" — Mayor Morgan voted "aye"
Councilman Eller voted "aye"

ORDINANCE NO. 334

AN ORDINANCE AMENDING CHAPTER 3, ARTICLE 1, BUILDING CODE, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO RESTRICTIONS, GARAGES, ROOMS, APARTMENTS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Chapter 3, Article 1, Building Code, as contained in Ordinance 298 known as the Code of the City of Asheville, be and is hereby amended by adding a new section 301½ as follows:

Section 301½. That, notwithstanding the provisions of Sections 300 and 301 of the Building Code of the City of Asheville, any person, firm, or corporation may construct and maintain a building or buildings in said City, if constructed in all respects in accordance with the provisions of the building laws of the State of North Carolina governing the construction of buildings under specifications designated Class A Construction, with rooms, or apartments situated above a garage building used for the storage of automobiles and motorcycles and the sale of gasoline and motor oils, but not the storage of gasoline therein; Provided, no gasoline or motor oil shall be dispensed at any point or place within said building except where there is adequate natural ventilation; provided, further, any person, firm, or corporation in possession of a garage building so constructed and maintained may rent or lease rooms or apartments located above said building to persons for living quarters, and it shall not be unlawful for any person or persons to rent or occupy any such rooms or apartments.

Section 2. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 3. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 23 day of March, 1950.

Wyron C. Peterson
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 6 day of April, 1950, to become effective 21 day of April, 1950.

J. E. Morgan
MAYOR

APPROVED AS TO FORM:

R. W. Wells
Corporation Counsel

Margaret Simmons
CITY CLERK

Ordinance #335, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously passed on its second reading with the following vote:

Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Adams voted "aye" — Mayor Morgan voted "aye"
Councilman Eller voted "aye"

Councilman Brown brought before the Council the matter of recent publicity concerning certain amended sentences in Police Court by Substitute Judge Reed Kitchin.

After discussion, Corporation Counsel R. W. Wells was requested to make an investigation of the law to determine the position of the Council in this matter.

City Manager Weir reported that he had made an investigation of the recent request of Charles Neal concerning a street right-of-way in the vicinity of Weaver and Sorrells Streets; that for a number of years a portion of the lot referred to by Mr. Neal had been used as a driveway, but that the city records show that this is private property and that the property owner would have every right to protect his interest by fence or signs, and that he would so advise Mr. Neal.

City Manager Weir reported that he had discussed with Mr. Coke Candler, Chairman of the Board of County Commissioners, the recent request of the Service Company 120th Infantry North Carolina National Guard for funds to adapt the new Maintenance Building for use as an Armory, and that Mr. Candler advised that the County would agree to cooperate with this improvement in the amount of one-half of the total cost. Mr. Weir recommended this improvement and suggested that the other half of the cost be deferred to the 1950-51 appropriation.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 13, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 13, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Walter I. Abernethy, C. Fred Brown, M. C. Peterson, James P. Adams, Earl W. Eller, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition signed by a number of lessees of the City Hall was presented to the Council requesting that the city regulate the public parking lot fronting on Marjorie and Spruce Streets.

Upon motion of Councilman Abernethy, seconded by Councilman Eller, this petition was referred to the City Manager for investigation and report.

This being the date set for the public hearing on Ordinance #335, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", said ordinance was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE No. 335

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby amended as follows:

That sub-section 1. of sub-section A. of Section 6 of said Ordinance #322 be and is hereby repealed, and a new sub-section 1 of sub-section A of Section 6 be and is hereby enacted in lieu of said sub-section 1 as follows:

1. Any use permitted in RA-8 residential district and/or any use permitted in Neighoorhood Trading Area.

Section 2. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 3. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 30 day of March, 1950.

Jas. P. Adams
COUNCILMAN

SECONDED BY: Myron C. Peterson
COUNCILMAN

Read, approved and adopted, this 13 day of April, 1950, to become effective 28 day of April, 1950.

C. E. Morgan
MAYOR

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Mr. James S. Howell and Dr. George A. Mears, representing the YMCA Board, appeared before the Council and requested that the city take over the YMCA tennis courts during the summer season, the city to maintain said courts and the YMCA to supervise their operation.

Councilman Mulvaney moved that this matter be referred to the City Manager for investigation and report, which motion was seconded by Councilman Brown. Councilman Adams moved to amend the motion giving the City Manager power to act as he sees fit after making investigation, which motion was seconded by Councilman Eller. Whereupon the motion, together with the amendment, was unanimously adopted.

Councilman Brown introduced resolution commending Pat M. Burdette for his public service as City Manager, which motion was seconded by Councilman James P. Adams, signed by all members of the Council and unanimously adopted by a standing vote of the Council.

Complete copy of Resolution will be found in Resolution Book #3 page 1.

RESOLUTION

RESOLUTION COMMENDING PAT M. BURDETTE FOR HIS PUBLIC SERVICE AS CITY MANAGER

WHEREAS, Pat M. Burdette has for the past fifteen years been City Manager of the City of Asheville; and

WHEREAS, the Council of the City of Asheville desires to spread the following resolution upon its minutes:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

That we recognize the excellent, energetic, and intelligent service which Pat M. Burdette has rendered the City of Asheville during his incumbency. We feel that the high position of City service which the city has attained has been, in large measure, due to his earnest efforts, untiring devotion, and splendid leadership.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: Jas. P. Adams
COUNCILMAN

Myron C. Peterson
COUNCILMAN

Frank Mulvaney
COUNCILMAN

W. I. Abernethy
COUNCILMAN

Earl Eller
COUNCILMAN

Read, approved and adopted, this 13 day of April, 1950.

C. E. Morgan
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Brown on behalf of the City Council presented a fishing outfit to Mr. Burdette.

Mr. Burdette thanked the Council for said expressions and gifts.

City Manager Weldon Weir invited the Council to attend a staff meeting to be held Monday morning, April 17th, at 9:00, at which Dr. Walter McFall would be the speaker.

City Manager Weldon Weir asked the Council if they would like for him to make a survey into the need and possible cost of off-street parking facilities.

Councilman Peterson moved that such survey be made by the City Manager, which motion was seconded by Councilman Eller and unanimously adopted.

Corporation Counsel R. W. Wells presented a report to the Council in re Substitute Judge of Police Court, right of removal.

To the Mayor and Members of the City Council:

In re: Substitute Judge of Police Court - right of removal

Chapter 16 of the Private Laws of 1923 as reenacted by Chapter 121 of the Private Laws of 1931 and adopted by the people in 1931 as the Charter of the City of Asheville created a special court of record for the trial of misdemeanors to be designated as the Police Court of the City of Asheville, and, among other provisions, created the office of Substitute Police Judge, setting out that the term of office shall be concurrent with that of the Police Judge (4 years), and provided that said Substitute Police Judge shall be elected by the City Council.

Chapter 1027 of the Session Laws of North Carolina for 1949 provided that the City Council of Asheville shall during the month of July, 1949 and biennually thereafter appoint a Substitute Judge of the Police Court of the city, who shall hold office for a period of two years from the date of his appointment, and shall have all the powers, authorities and shall perform the duties of the Judge of said Court whenever the Judge shall for any reason be absent. And further provided that the City Council shall fix and pay said Substitute Judge not in excess of $15.00 for each day spent by him in the performance of the duties of his office.

The Police Court as created under said 1923 act has all the jurisdiction and powers in all criminal offenses occurring within the corporate limits of the City of Asheville which are now or may hereafter be given to Justices of the Peace, and also has exclusive original jurisdiction to hear and determine all offenses and misdemeanors consisting of a violation of a city ordinance.

The Police Court under Public-Local Laws of 1941, Chapter 464, was given and has now, in addition to the power, authority and jurisdiction vested by said 1923 and 1931 acts, jurisdiction in criminal cases within Buncombe County occurring outside the corporate limits of the city. In other words, its jurisdiction was extended to include all of Buncombe County.

The City Council duly elected a Substitute Police Judge for a term of 2 years pursuant to said 1941 Act.

Within recent months said Substitute Police Judge revised several of his judgments in said court wherein his authority for such revisions has been publicly questioned, one of the grounds being that they were not made during the term of court.

City Council has asked me, as attorney for the city, for an opinion as to the power of removal, if any, it has over the Substitute Judge of Police Court.

General Statutes of North Carolina 160-1 provides that every incorporated city is a body politic and corporate, and shall have the powers prescribed by statute, and those necessarily implied by law, and no other. General Statutes 160-3 provides that the corporate powers can be exercised only by the governing body, unless otherwise specially provided by law. Asheville's charter provides that the corporate powers of the city shall be vested in and exercised by a Mayor, City Council and City Manager as set out in detail in the Charter. The Charter creates various departments of the city, but does not make the Police Court one of the departments so created.

None of said acts pertaining to the office of Substitute Police Judge give the appointing power (City Council) the express power of removal, for cause or otherwise, and the City Charter and General Statutes do not give the City Council the power of removal.

The North Carolina Supreme Court said in the case of Burke v. Jenkins decided in 1908 and reported in 148 N. C. Reports page 25 that the town commissioners could remove, for cause and upon notice, its treasurer and quoted Dillon Municipal Corporations as saying "The power to remove a corporate officer from his office for reasonable and just cause is one of the common-law incidents of all corporations.", and the court, citing other authorities, further said "Such action could not be taken without notice and an opportunity to be heard, except where the officer is removable without cause at the will of the appointing power. And when the motion is allowable only for cause the soundness of such cause is reviewable by the courts upon a quo warranto."

But this case is distinguished from our present case in that the Treasurer was a corporate or municipal officer who was not elected by the City Council for a definite term of office specifically created by a separate State Legislative Act pertaining to a Police Court with county wide jurisdiction as was the Substitute Police Judge; even so, where the law is silent as to removal, the office holder cannot be removed except for cause and upon notice.

The North Carolina Supreme Court said in the case of Stephens v. Dowell, et al, decided in 1935 and reported in 208 N. C. 555 that where the commissioners of the City of Raleigh removed the Clerk of the City Court on account of inattention to duty but with no notice and without opportunity to be heard, that the commissioners acted without power and authority; but this case is also distinguished from our present case in that the Clerk of Court was not elected for a definite term of office and the Raleigh city court only had jurisdiction within the city limits and the Supreme Court goes on to say "If the commissioners had a right to remove the clerk they had elected 'on account of inattention to duty', notice and an opportunity to be heard should have been given him."; and therefore, the courts hold, where the law is silent as to removal, the municipal office holder cannot even be removed for cause without notice and an opportunity to be heard.

In the 1949 edition of McQuillin on the Law of Municipal Corporations, volume 4, Chapter 12, Section XIII sub-section 12.232 provides: "Officers, as distinguished from subordinates and employees, appointed for definite terms, are usually subject to removal for cause only, and the method prescribed for the exercise of the power must be followed. However, it has been held that when the appointing power is authorized to remove at pleasure, such power may be exercised even though the removed officer has a fixed term. On the other hand, in the absence of law conferring the power, in the case of officers whose terms are fixed by charter or statute, it is sometimes held that the right to remove even for cause is not incident to the power of appointment. It is generally held that the removal of officers appointed for fixed terms can be exercised only by virtue of express power if by an administrative officer or tribunal, or a judicial court of competent jurisdiction. The rule applied to the officers of the federal government is different. In the absence of law controlling the power of removal, it may be exercised by the appointing authority, notwithstanding the term of the officer is expressly specified by law and such officers may be removed in like manner as an officer appointed for an indefinite term, or one holding at the pleasure of his superior. The theory is that the power of removal is incident to, or inherent in, the appointing authority, and hence it exists by implication. However, in the municipal service, the prevailing judicial opinion is that an officer elected or appointed for a definite term can only be removed for cause; power to remove at pleasure will not be implied. It can exist only when expressly given."

From the above citations and other law I am of the opinion that a municipal officer appointed for a definite term can only be removed for cause unless power to remove at pleasure is expressly given. I am of the opinion that the Substitute Judge of Asheville Police Court is a public and judicial officer, but it now remains to determine whether he is a municipal officer or a state judicial officer because if he is a state judicial officer I am of the opinion that the City Council would not have the right to remove him from office, even for cause, unless such power be expressly given to the City Council, which power in this case is nowhere given.

In as much as this question would involve the status of a judicial officer presiding over our City Police Court which has a county wide jurisdiction wherein criminal cases are tried in the name of the State, I respectfully request that I be authorized to confer with the Attorney General for the State before rendering an opinion.

However, by way of further report, I am of the opinion that the City Council cannot abolish the office of Substitute Judge of Police Court, but the City Council may appoint whomsoever they please upon the expiration of the present term of office of the Substitute Judge. Said Substitute Judge is not subject to recall by the people under our charter because he was not elected by the people. He is of course subject to prosecution for violation of any criminal laws just as any other citizen, and if it is determined he is a municipal officer he would be subject to the provisions of General Statutes 14-230 and if found guilty removed from office under the sentence of the court.

The legislature in establishing the Police Court apparently acted under Article 4, Section 30 of the Constitution of North Carolina, and therefore said Substitute Judge may be removed from office for mental or physical inability upon a concurrent resolution of two-thirds of both Houses of the General Assembly pursuant to Article 4, Section 31 of the Constitution of North Carolina.

Respectfully submitted,

S/ R. W. Wells
R. W. Wells
Corporation Counsel

Council Adams moved that the Corporation Counsel be authorized to consult with the Attorney General concerning this matter, which motion was seconded by Councilman Peterson and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

E. E. Morgan
Mayor

Margaret Simmons
City Clerk

Thursday, April 20, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 20, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: F. M. Mulvaney, C. Fred Brown, Karl A. Eller, James P. Adams, Walter S. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Mr. Don C. Young presented a petition signed by some 30 West Asheville citizens and asking the city to widen Haywood Road between Lovington Street and Sulphur Springs Road.

Councilman Adams moved that this petition be referred to the City Manager for investigation, which motion was seconded by Councilman Brown and unanimously adopted.

Mr. W. T. Duckworth, Jr., on behalf of the Junior Chamber of Commerce, invited members of the Council to ride in the Baseball Day parade at noon on Friday, and to attend the luncheon in honor of the baseball team.

Corporation Counsel R. W. Wells stated that he had conferred with the Attorney General concerning the Police Court and the power and authority of the Council over the Court and particularly the Substitute Judge, and the Attorney General had advised him that he would give a formal written opinion in regard to the power of the Council pertaining to the Substitute Judge, which opinion had not yet been received.

Councilman Abernethy moved that the Corporation Counsel make a study of the municipal court set-up together with the Buncombe County Bar Association, the Attorney General, and the League of Municipalities to be submitted to the Legislature in order to clarify this situation. This motion was seconded by Councilman Eller and unanimously adopted.

Councilman Eller introduced resolution authorizing Mayor to enter into lease with South-Eastern Commercial College, Inc. for second floor of building located at #93 Valley Street, which resolution was, upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 2.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made this the 1st day of April, 1950, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and SOUTH-EASTERN COMMERCIAL COLLEGE, INC., a North Carolina corporation, having its principal office and place of business in the City of Asheville, North Carolina, hereinafter called the Tenant;

WITNESSETH:

That the Lessor hereby demises and lets, and the Tenant hereby rents and hires, from the said Lessor the following described premises and office space, being situated in the building known as #93 Valley Street in the City of Asheville, North Carolina:

Being the entire second floor (consisting of two sections) of the building owned by the City of Asheville and located at #93 Valley Street, said building being the southernmost building located on Lot 230½, Sheet 1, Ward 1, as shown on the Tax Maps of the City of Asheville; together with the use of the stairway leading from the sidewalk of said Valley Street to said second story of said building.

HAVE A. [illegible] the same and the privileges and appurtenances thereunto in anywise appertaining to the said Tenant, and to be used by it, the said Tenant, for the purpose of carrying on and conducting a commercial college for negroes, and for such purposes as are usual and customary in the conduct of such a business and for no other purpose or purposes, for the term of two consecutive years, beginning on the 1st day of April, 1950 and ending on the 1st day of April, 1952.

And it is stipulated and agreed that the Tenant is to pay to the Lessor as rental for the premises hereinbefore described and for the term hereinbefore specified a total rental of $1800.00, the same to be paid in monthly instalments of $75.00 each, in advance on the first day of each and every month of the term hereinbefore set forth. All of the above payments, it is stipulated and agreed, are to be made in lawful money of the United States, to be paid at the office of the Lessor in the City Hall in the City of Asheville, North Carolina, during business hours, on the day due.

And it is further stipulated and agreed:

1. That the Tenant will, without any previous demand therefor, pay the rent at the times and in the manner above provided, and that the Lessor shall have a lien upon all of the property of the Tenant at any time placed in or being situated within the premises hereby leased and as hereinbefore described for the security of the payment of the said rent as the same shall become due as hereinbefore specified, and that in the event of failure on the part of the Tenant to pay said rent in accordance with the terms of this lease and agreement, the Lessor may forthwith take possession of the property hereby leased and foreclose the lien hereby created, as is provided by law for the foreclosure of chattel mortgages or conditional sales of personal property.

2. That the Tenant shall take good care of the premises hereby leased or demised and the fixtures therein", and shall keep said premises in a reasonable state of repair, and shall upon the termination of this lease surrender the same to the Lessor in as good condition as the same now is, damage by fire or other casualty and ordinary wear and tear excepted.

3. That the Tenant shall not make any alterations, additions or improvements in the premises hereby leased and demised without first obtaining from the Lessor its written consent, and that all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Lessor upon the termination and end of this lease, and such alterations, additions, and improvements shall be made at the tenant's own expense and shall be surrendered with the premises when the same are surrendered by the Tenant to the Lessor.

It is understood and agreed that the Tenant, at its own expense, may install such fixtures and appliances as may be necessary for the proper conduct of its business, and at the expiration of the lease may remove any and all movable fixtures.

All improvements, installations, repairs, replacements and additions pertaining to the heating, lighting and plumbing systems shall be considered a permanent part of the real estate.

4. That the Tenant, at its own cost and expense, shall comply with all rules, regulations, and requirements of the State and City Governments or of the Government of the United States or any of the departments or bureaus thereof applicable to the leased or demised premises for the prevention or abatement of nuisances or other grievances arising out of the manner of the occupancy of said premises during said term.

5. That the Tenant agrees that the Lessor and its agent or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

6. That the Tenant shall not assign this agreement nor re-let the premises or any part thereof without the Lessor's consent in writing, or occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra hazardous on account of fire, or for any purpose or purposes other than the purpose or purposes designated above. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

7. That the Lessor shall not be liable for any damage or injury to property or person from any source whatsoever or at any time in the leased premises or building as the rental herein charged is made on a basis of the Tenant, its agents, employees, servants, students, customers, representatives, and visitors assuming for themselves such risks.

8. If during the term of this lease the demised premises are damaged by fire or other casualty in a minor degree, but not to such extent that it becomes necessary for the Tenant to abandon use of said premises, the Lessor shall repair such damage as quickly as is reasonably possible.

But if said premises be damaged to such an extent that it is necessary for the Tenant to abandon the use thereof, then and in that event this lease shall terminate as of the date of such damage.

9. That the Lessor does not agree to provide or furnish any electricity, heat, water, or janitor service to the Tenant, but the Tenant agrees to furnish itself with all such necessary services as may be required by it in connection with the use of the leased or demised premises, and to pay for the same.

10. That the Lessor hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold, and enjoy said premises during said term, free from the adverse claims of any person, firm, or corporation, and that the Lessor will pay all taxes and fire insurance upon said premises, except such taxes as those for which the tenant shall, under the law, be primarily liable.

11. That if there be any default made in the stipulations, agreements, and covenants herein contained, and if the Tenant fails to comply with all the provisions of this agreement and lease, then it shall be lawful for the Lessor to re-enter the premises hereby leased or demised, to re-possess and take possession of the same, and to use, enjoy, or re-let the same as if this agreement or lease had not been entered into.

And it is further understood and agreed that the stipulations, agreements, and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be executed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the said Tenant has caused these presents to be signed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed, the day and year first above written; this instrument being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

Attest:

Margaret Simmons
City Clerk

[illegible]- ASHEVILLE [illegible],
INC.

By
President

Attest:

Secretary

City Manager Weldon Weir announced that the YMCA tennis courts will be repaired and operated under the City Recreation Program.

Various traffic and parking problems in the city were discussed by the Council.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
City Clerk

Thursday, April 27, 1950 - [illegible] o'clock P. M.

The City Council met in regular session Thursday, April 27, 1950 at [illegible] o'clock P. M. with Mayor C. E. Morgan presiding. Present: C. Fred Brown, Earl W. Aller, F. W. Mulvaney, Oscar I. Hemphill, W. O. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was read from Henry C. Caldwell on behalf of members of the Police Department requesting permission to hold the annual police ball in the City Auditorium on Saturday, August 19th.

On motion of Councilman Aller, seconded by Councilman Brown, this matter was referred to the Committee on Public Solicitation.

Corporation Counsel Robert W. Wells read a letter from Attorney General Harry McMullan in regard to the power and authority of the Council over the Court and particularly the Substitute Judge.

1st April 1950

SUBJECT: Municipal Corporations; Substitute Judge of Police Court; Removal by City Council.

Honorable Robert W. Wells
Corporation Counsel
City of Asheville
Asheville, North Carolina

Dear Mr. Wells:

Reference is made to our conference yesterday concerning the power of the City Council of Asheville to remove the Substitute Judge of the Asheville Police Court.

The Police Court of the City of Asheville was originally established by Chapter 35 of the Private Laws of 1905. It was given jurisdiction in all criminal offenses occurring within the City of Asheville where Justices of the Peace would have jurisdiction, as well as exclusive original jurisdiction over violations of city ordinances. Its jurisdiction was extended by Chapter 464 of the Public-Local Laws of 1941 to include all of Buncombe County. The present Substitute Judge of that Court Holds office pursuant to Section 3 of Chapter 1027 of the Session Laws of 1949. That Act provides for his appointment by the City Council for a definite term of two years. He is paid by the City and has all the powers and authority of the regular Judge for whom he substitutes.

While there has never been a North Carolina case on the point, the majority rule is that Judges of Police Courts and City Recorders are municipal rather than state officials. STATE v. CHURCHMAN (1902), 51 A. 49, 19 Del. 361; FRANKLIN v. [illegible]TFALL (1916), 112 S. E. 974; 273 Ill. 402; PERRY v. BIANCHI (1921), 114 A. 452, 96 N. J. Law 113; [illegible]DMAN v. TAGGART (1937), 194 A. 194, 118 N. J. Law 542; PEOPLE v. HENRY (1881), 82 Cal. 567; 44 P.R.S. P. 954. Of course, the same principle is applicable to the Substitute Judges of those Courts.

[illegible] is in no [illegible] affected by the fact that the jurisdiction of the City Court was ultimately extended beyond the corporate limits of Asheville. Since a Substitute Judge of a Police Court is a municipal officer, there is ample authority for his removal for cause by the City Council. It has been held in this jurisdiction that when the term or tenure of a public office is not fixed by law, the office is held during the pleasure of the authority making the appointment, and the appointing authority has power to remove its appointee at will, without notice, notice or hearing. KINSLAND v. MACKEY (1940), 217 N. C. 508. However, where the term of office is definite, removal can be only for cause, BURKE v. JENKINS (1908), 148 N. C. 210, and the appointee must be given notice and an opportunity to be heard. STEPHENS v. [illegible] (1936), 211 N. C. 666. Also see: 37 Am. Jur. p. 869; 43 Am. Jur. p. 31, et seq.

Therefore, [illegible] v. MACKEY, supra, and STEPHENS v. DOWELL, supra, are direct authority for the removal for cause and after notice and hearing, of the Substitute Judge of the Asheville Police Court, by the Asheville City Council. In the BURKE case, the Court was concerned with the removal of the City Treasurer by the Town Council of Bessemer. The Treasurer's office was for a definite term of one year and had been created by Act of the General Assembly, [illegible] Substitute Judge in this case. The Court held that the Treasurer could be removed for cause, saying: "The power to remove a corporate officer from his office for reasonable and just cause is one of the common-law incidents of all corporations." The STEPHENS case involved the Clerk of the City Court of Raleigh, who was appointed by the City Council for a definite term of two years. The statute which provided for his appointment made no provision for removal. The Court reaffirmed the rule of BURKE v. JENKINS, supra, but held that the said City Clerk, since he held for a definite term, could not be summarily dismissed but must be given notice and an opportunity to be heard. On the authority of these cases, it is my opinion that the Substitute Judge of the Police Court of the City of Asheville may be removed by the City Council for cause after due notice and hearing.

I would like to call your attention also to the fact that the Act of 1905, which originally established the Asheville City Court, specifically provided by Section 18 that the Judge be liable to removal by the Board of Aldermen after notice and hearing. Provision was made by Section 19 for the appointment of a Substitute Judge. These two sections, when construed together as to their purpose and effect, would indicate that under the 1905 Act, the power of the Council to remove the Judge extends to the removal of his substitute. Chapter 16 of the Private Laws of 1923, which, in establishing a new charter for the City of Asheville, rewrote the 1905 Act, did not include the removal provision in its corresponding section. However, the 1905 Act was not specifically repealed and, therefore, all clauses of laws therein not in conflict with the 1923 Act apparently remain in full force and effect. This is emphasized by the fact that Chapter 464 of the Public-Local Laws of 1941, in extending the territorial jurisdiction of the Court, specifically made mention of the fact that it was amending the original 1905 Act. Therefore, it is possible that the legislative authorization of the 1905 Act is itself sufficient authority for the removal of the Substitute Judge by the City Council for cause and after notice and hearing.

I want to make it clear that in expressing this opinion, I am not in any way expressing any views as to whether or not there is any cause for the removal of the Substitute Police Judge.

With kindest regards and all good wishes,

Sincerely yours,

S/ Harry McMullan
Attorney General

HMcM/t

Mr. Edwin S. Hartshorn read a statement to the Council signed by Reed Kitchin, Substitute Judge of the Police Court.

April 27, 1950

TO THE HONORABLE CLARENCE F. MORGAN, MAYOR OF THE CITY OF ASHEVILLE,
AND TO THE MEMBERS OF THE CITY COUNCIL.

Gentlemen:

The Honorable Harry McMullan, Attorney General for North Carolina, has kindly forwarded me a copy of his recent opinion given to the Corporation Counsel of the City of Asheville, regarding the status of the Office of Substitute Judge of the Asheville Police Court.

I understand his ruling to be that the Office of Substitute Judge is an Office of the Municipality, subject to certain authority of the City Council.

I therefore think it proper to make a statement to you, as the Official body to whom such a statement may be made, regarding certain cases which came before me as Substitute Judge. I welcome the opportunity to do this, in view of the nature of the publicity which has been given to my decisions in these cases.

The cases I refer to, are those involving a number of defendants, all of whom were charged, in one warrant, with conspiring to conduct illegal lotteries and with operating illegal lotteries.

I have been furnished with a memorandum of the Court Record in these cases. From this, it appears that there were some 39 of them. Four of the defendants were not apprehended. The case of one of the defendants is set for trial, May 2nd, in Police Court.

The case which was considered of most importance was the case of State vs. Vaughn Cannon. This case came before me for trial early in 1949. The trial was very long, consuming some 45 days, and the evidence, which included many documents and exhibits was voluminous. The case of State vs. C. A. Worrall, and five others were tried along with the Cannon case. At the conclusion of the evidence and the arguments in the Cannon and Worrall cases, I rendered verdicts of guilty in each of them. My [illegible] was a sentence of 3½ years on the roads, and a fine of $5000.00. My judgment in the Worrall case was a 2 year sentence, suspended upon the payment of $100.00 and [illegible] imposed by the Court. Cannon and Worrall appealed to the Superior Court. [illegible] a sentence of 12 months, suspended upon the payment of $5000.00 and [illegible] condition of good behavior for two years. Worrall was found not guilty.

There were seven defendants, including Cannon and Worrall, who [illegible] defendants so pleading, other than Cannon and Worrall, were found not guilty. [illegible] in each of which a nol pros with leave was entered. Twenty-five [illegible] and pleaded guilty. I did not hear evidence in these cases, but I did receive information [illegible] solicitor, the private prosecutor, and the defendants' counsel, and [illegible] judgment.

Judgments were rendered, imposing fines and terms of imprisonment for varying periods [illegible] three to twelve months in these cases, the prison terms being suspended for [illegible] that the several defendants should not violate any criminal law [illegible] they were put on probation for 2 years.

Subsequently, counsel for some of the defendants began to [illegible] judgments in their respective cases be modified. It was [illegible] tion of the law, would automatically result in the prison sentences [illegible] these sentences hanging over them it was extremely difficult, if not impossible, [illegible] obtain and hold jobs as law abiding citizens; that they were unable to [illegible] families. These matters were brought before me from time to time.

In the case of State vs. C. A. Davis, the defendant had entered a plea of guilty, [illegible] later informed that this plea had been made through mistake, as the defendant was in the state of Tennessee during the period he was alleged to have violated the laws of the State of North Carolina, and could not have been guilty. I was satisfied that this information was correct, and in the absence of his counsel, and without objection from the solicitor and [illegible] of whom were present in Court, I permitted his plea of guilty to be withdrawn and a plea of not guilty, and found him not guilty.

In the case of State vs. Rosenberg, I struck out the suspended [illegible] done more than a year after the sentence had been imposed. This defendant had [illegible] or Court record of any kind, and had not violated his probation conditions.

In other cases, from time to time, I considered requests that judgments be modified. The memorandum shows that ten of the judgments were amended on June 20th, at which time I was presiding in the Police Court, and five of them on August 9, 1949. My recollection is that these orders were made over a considerable period of time. In all instances I asked for further information regarding the defendants, and had conferences with regard to particular cases. Some of them were more meritorious than others. Some of the defendants had better records than others. They were not dealt with as a group or groups. In some of the cases I refused to modify the judgments, believing that the original judgments should remain in force.

In 14 cases, not including the Davis and Rosenberg cases which I have already mentioned, judgments were entered, modifying the former judgments. In these 14 cases, the judgments were modified so as to remove the automatic jail sentence, but at the same time, to keep each of the defendants on probation. The entry was "Prayer for judgment continued for two years." That means, that since each of these defendants had already pleaded guilty, he could be sentenced for the offense of which he had plead guilty, at any time within two years, upon proper information of the solicitor. The effect was, that each of these defendants was still on probation, and still subject to sentence and punishment, for a period of two years. The difference was, that the former sentence would not automatically go into effect upon the slightest infraction, but the court retained the case, with power to impose sentence, should such be warranted.

The foregoing, to the best of my knowledge, is a correct statement as to what was done in these cases. Now as to why these cases were disposed of as stated.

That, I think, should be obvious. Let me say this: In practically every case I have tried during my service as Substitute Judge of the City Court, in which moral turpitude was not involved, I have tried to ascertain whether the defendant could obtain work, in the ordinary course, before pronouncing final judgment. I have always proceeded on the theory that a man who was lawfully employed, stood a much better chance of not transgressing than a man who was not employed. To encourage one who had done wrong to do right and to be a law abiding citizen, to help him, and to rehabilitate him, is not the least of the functions of the Criminal Courts. This is the policy of the Probation System of North Carolina. I think it is a sound policy and a human policy. It applies to one who has fallen by the wayside on previous occasions, as well as to the first offender.

Let me say, that in every case, I honestly and conscientiously considered the power of the Court in an effort to rehabilitate, and to make law abiding and useful citizens of these defendants. The 14 were under probation for two years, as stated. They were not "turned loose" to engage with impunity in any criminal activities. I think the results have borne out the soundness of my judgments. In only one case, has a defendant been back in Court for violating the lottery laws.

Police Court is held every weekday of the year. It does not have any fixed terms. As I understand it, the Court is in continuous session, recessing each day, [illegible] as the Superior Court does when a term is concluded.

These cases, as stated, were all brought before me for judgment, when I was presiding as Substitute Judge. I had jurisdiction of them. I rendered the judgments, imposing fines, and suspended sentences. The applications for modification of the suspended sentences were likewise properly made to me. As it happens I have presided very few times since the conclusion of the Cannon trial. When applications were made, I, after due investigation and consideration acted on them. It was, and is my opinion, that I had the power to do this. Record was made of the disposition of each case. Those records may be examined by anyone interested.

I believe the law to be that a judge may modify or amend any prior judgment he has rendered, or strike it out altogether and render a new judgment at any time during a term of Court. In my opinion the term of the Police Court is continuous as stated. As to the power of a Judge to modify a prior judgment, the Supreme Court of North Carolina has held in the recent case of State vs. Cross, 230 N. C., Page 739, (opinion filed October 19, 1949,) as follows, [illegible] from the opinion:

[illegible] that the two entries were not simultaneously made, the unsigned pronouncement of the sentence preceding the latter entry by several days and the latter, all during the same term of court. Whether the latter was intended to clarify and render certain the sentence previously given, or whether it was intended to operate independently or supplant the former sentence, we need not inquire. As the term of court had not expired the whole matter was in fieri" (in suspense), "and the right of the judge to modify, change, alter or amend the prior judgment, or to substitute another judgment for it, cannot be questioned . . ."

If a court honestly and conscientiously exercises its best judgment, that is all it can [illegible] that I have done.

In conclusion may I request, that if this statement be published, that it be published in its entirety.

Respectfully,

S/ Reed Kitchin

Mr. Whitehorn, Mr. Henry J. Fisher, and Mr. Sam Pegram, and Mr. Marvin Glance spoke in behalf of Mr. Kitchin.

Mr. Edward F. Beacon, vice president of the Committee of One Hundred Citizens, presented to the Council certain records from the Police Court, and recommended:

First, that he (the Substitute Judge) be given a fair and honest hearing before the City Council, at which hearing he is given full opportunity to tell the Council why, in his opinion, he felt it was necessary to make so many amendments in judgment, and why so many changes were made in the cases of defendants who have a long criminal record.

Second, that the City Council make an effort to find out if any pressure was brought to bear on the Substitute Judge of Police Court to make the amendments in judgment by an individual, or group of individuals, and if so, the names of such and their reasons for bringing such pressure to bear on the Substitute Judge.

Councilman Eller moved that the information presented and any other information be taken under consideration and study by the Council, which motion was seconded by Councilman Brown, and unanimously adopted.

City Manager Weldon Weir presented a report of the survey of off-street parking facilities, and recommended that he be authorized to enter into negotiations for three of the available lots.

Mr. Harry Blomberg spoke briefly in opposition to the city's operation of parking lots.

Councilman Eller moved that the City Manager negotiate with the owners of the three lots as to the rentals and secure any other information as to the parking lots now in operation in the city, and report back to the Council at its next meeting, which motion was seconded by Councilman Peterson and unanimously adopted.

A request was made for improvement of Weaver Street.

The Mayor stated that this matter would be investigated.

There being no further business, the meeting was upon motion adjourned.

E. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 4, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 4, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, James P. Adams, M. C. Peterson, Walter I. Abernethy, F. M. Mulvaney, C. Fred Brown, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

This being Junior Officials' Day, Mayor Morgan extended a welcome to the Junior Officials, and Junior Mayor Jack Johnson introduced the members of his Council and department heads who were present.

Councilman Brown made the following statement in regard to the Substitute Judge of the Police Court:

It having been made to appear to the Council of the City of Asheville that the Substitute Judge of Police Court is a municipal officer and that the Council has the right to remove said Substitute Judge for cause, after notice and hearing, and this Council having inquired into certain revisions or amendments to judgments rendered in the Police Court by said Substitute Judge, and having studied and considered the written reports presented by the representatives of the Committee of One Hundred and the written statement presented by said Substitute Judge, and having heard oral arguments relating to said amended judgments, and having been advised as to the nature of legal cause necessary for such removal, and having been advised that the first step in the legal procedure for such removal is the preferring of written charges against said Substitute Judge together with notice to appear at a hearing had upon such charges, and I, as a City Councilman, having carefully and conscientiously studied and considered all available information pertaining to the above, am of the opinion that it is for the courts and not for this Council to pass upon the validity of said amended judgments, and, while I think it is the opinion of the Council that there was a lack of wisdom on the part of the Substitute Judge in making said amendments, it is not for this Council to pass upon the wisdom of said Substitute Judge in rendering said amended judgments, involving the exercise of judgment and discretion in the performance of official duties as a judge, and I am of the further opinion that in as much as there is no evidence that said Substitute Judge acted corruptly and of malice and no evidence of wilful misconduct, wilful neglect of duty, or any other "cause" necessary for removal within the contemplation of law, and that, therefore, there is insufficient evidence to warrant formal action of this Council, and I move that this statement be made a part of the minutes of the City Council.

With no objection from the Council the Mayor ordered said statement made a part of the minutes of this meeting.

City Manager Weldon Weir reported that the Weaver Street repairs had been taken care of.

City Manager Weldon Weir reported that negotiations were now in progress for the lots to be converted into off-street parking facilities.

Councilman Eller introduced a resolution authorizing Mayor to enter into contract with State Highway and Public Works Commission, which was, upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 3.

NORTH CAROLINA

STATE HIGHWAY AND PUBLIC WORKS COMMISSION
MUNICIPALITY OF ASHEVILLE
COUNTY OF BUNCOMBE

IN RE: PROJECT 10-9-88-203

WHEREAS, the State Highway and Public Works Commission has prepared plans to make certain street improvements, covered by the above-captioned project, within the Municipality of Asheville, County of Buncombe, consisting of approaches to Carrier Bridge as relocated and reconstructed.

AND WHEREAS, the City Council of said municipality has approved the construction of said improvements in accordance with said plans and has agreed to participate in the construction thereof to the extent of acquiring and furnishing the Commission all necessary rights-of-way, and other things as hereinafter set out.

NOW, THEREFORE, IT IS AGREED, as a part of the condition on which said project is to be recommended, approved, and constructed, that the said municipality will, at its own expense, and without any liability whatever on the part of the Commission, provide all necessary rights-of-way of minimum width of 60 feet, and such additional widths as may be necessary for the construction of this project, and remove therefrom all obstructions of any kind or character, and save the Commission harmless from any and all claims for damages that might arise on account of the construction of this project in accordance with approved plans, except that the Commission will assume the right-of-way cost of relocating power lines having a legal right of way and not controlled by franchises of the municipality.

And the said municipality will exercise any rights which it may have under any franchises to effect the changing, adjusting, or relocating of telephone, telegraph or electric power lines or underground cables without expense to the Commission, and will, without cost to the Commission, provide for the laying, changing, relaying or repairing of any necessary water, sewer, gas or other pipelines or conduits, together with all necessary house or lot connections or services, extending to the outer edges of the project, whether necessary for the widening of existing or the construction of new streets or sidewalks, for the construction of said project. All such work either to be done or arranged for in a manner satisfactory to the Commission, prior to the commencement of the construction of the project herein referred to.

The Commission reserves the right to withhold the awarding of this project until said Commission is furnished satisfactory evidence that all necessary rights-of-way or other easements have been secured or that the Commission is satisfactorily indemnified against any claims on account thereof.

IT IS UNDERSTOOD AND AGREED that the approval of this project by the State Highway and Public Works Commission is subject to the conditions of this agreement and that no expenditure of funds on the part of the Commission will be made until this agreement has been fully complied with on the part of said municipality.

IN WITNESS WHEREOF, this agreement has been executed in duplicate on the part of the said municipality by authority duly given, as evidenced by attached certified copy of resolution, ordinance, or charter provisions, as the case may be, authorizing the same on the 4th day of May, 1950.

ATTEST:

Margaret Simmons
CLERK

MUNICIPALITY OF ASHEVILLE

By C. E. Morgan
MAYOR

ATTEST:

SECRETARY

AGREEMENT ACCEPTED:
STATE HIGHWAY AND PUBLIC WORKS COMM.

By
CHAIRMAN

APPROVED AS TO FORM AND LEGALITY:

GENERAL COUNSEL, STATE HIGHWAY AND PUBLIC WORKS COMMISSION

There was a general discussion of parking problems. Mayor Morgan suggested that parking be prohibited in the driveway in front of the City Auditorium, and Councilman Abernethy suggested reducing parking time on Pack Square to thirty minutes or less.

The Junior Officials made suggestions to the Council, including lights at Weaver Park, Montford Park tennis courts, and the re-establishment of the zoo.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 11, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 11, 1950 at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen M. C. Peterson, Earl W. Eller, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

A resolution passed by the Board of Directors of Asheville-Biltmore College concerning Automobile Road was presented to the Council.

Councilman Adams moved that this resolution be made a part of the minutes of this Council, which motion was seconded by Councilman Peterson and unanimously adopted.

Resolution Adopted at Regular Meeting of
the Board of Directors of Asheville-Biltmore College
on April 11, 1950

RESOLUTION

That whereas Asheville-Biltmore College is the owner of the lands bordering on that portion of the "Automobile Road," commonly known as the "Toll Road," which lies East of Town Mountain Road, and since said Automobile Road has never been used or designated as a public road or thoroughfare, and no persons use said portion of said road other than employees, students, and officials of the college; and whereas all rights to said road have been relinquished to said college by deed; and it being the desire of the Board of Directors of said college that said road be designated as a private road for the use of the college:

Now, therefore, be it resolved that the Board of Directors hereby designate said portion of said road as a private road for the sole and exclusive use of Asheville-Biltmore College, and that copies of this resolution be sent to the City Council of Asheville and to the Board of Commissioners of Buncombe County.

S/ Robert Lee Smith
Robert Lee Smith, Chairman of
Board of Directors

(Seal)

S/ Glenn L. Bushey
Glenn L. Bushey, Secretary of
Board of Directors

Councilman Adams introduced Ordinance #336, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1950 AND ENDING MAY 31, 1951, which was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously passed on its first reading with the following vote:

Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Vice-Mayor Brown voted "aye"

Councilman Eller introduced a resolution authorizing Mayor and City Manager to intervene in Dockets G-1277 and G-1335 at a hearing before the Federal Power Commission in the matter of Transcontinental Gas Pipe Line Corp., and Carolina Natural Gas Corp., for a certificate of public convenience and necessity, which was, upon motion of Councilman Eller, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 4

Mr. Walter Thomen, Executive Secretary of the Asheville Industrial Promotion Council, spoke briefly in behalf of said intervenor.

Councilman Peterson introduced resolution authorizing Mayor to enter into lease with Thomas A. Franklin for certain property on Riverside Drive, which was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 3 page 5.

City Manager Weldon Weir stated that he hoped to have the plan for off-street parking ready for final approval at the next meeting of the Council.

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

CITY Clerk

Thursday, May 18, 1950 - [illegible] o'clock P. M.

The City Council met in regular session Thursday, May 18, 1950 at 4:[illegible] o'clock P. M. with Mayor C. E. Morgan presiding. Present: F. M. Mulvaney, C. Fred Brown, M. C. Peterson, James P. Adams, Earl W. Eller, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was presented from George H. O'Neal, Smoke Abatement Engineer, approved by Arnold Vanderhoof, Chairman of the Advisory Board on Smoke Abatement, recommending certain amendments to the City Smoke Ordinance, and, upon request of Councilman Adams, said communication is made a part of the minutes of this meeting.

May 18, 1950

Honorable Mayor and City Council
Asheville
North Carolina

Via City Manager

Honorable Sirs:

The Chief Smoke Abatement Engineer, with the collaboration of the Advisory Board on Smoke Abatement, and the advice of the City Attorney, have prepared the proposed amendments to the City Smoke Ordinance, which are hereto attached. These amendments are respectfully submitted to the Council with the recommendation that they be enacted into the law at an early date.

These amendments repeal Sections 8, 9, and 13 of the Ordinance and rewrite these sections. The object of the amendments is to make more workable the Ordinance by rearranging and rephrasing the subject matter covered by these sections and describing more precisely smoke violations and procedures which the law entails.

There follows a brief description of the proposed amendments, and a notation of any basic changes they effect:

(1) Section 8: Not found in present ordinance. Provides for the filing sales of fuel burning equipment by retail stores.

(2) Section 9:
(a) Effects no change
(b) Not in present ordinance. Restricts smoke in all zones [illegible] density of No. 3 (Excepting locomotives)
(c) Refers to stationary plants:
Permits smoke as dense as No. 2 for four minutes in any thirty minutes, (as prescribed in present ordinance) and when fires are being made or cleaned permits smoke as dense as No. 3 for 3 minutes in any fifteen minutes (present ordinance reads No. 2 for [illegible] minutes in any fifteen minutes.)
(d) Refers to locomotives:
Permits smoke, except when fires are being made or cleaned, of any density for one minute in any fifteen (as prescribed in present ordinance) and when fires are being made or cleaned permits smoke as dense as No. 3 for period of three minutes in any fifteen minutes (present ordinance, due to its wording, places no effective restriction on smoke when fires are being made or cleaned.)

(e) Effects no change
(f) Effects no change
(g) Effects no change

(3) Section 13:
(a) Effects no change
(b) Effects no change
(c) Not in present ordinance. It declares smoke to be violation of the law and a nuisance and authorizes the Smoke Engineer to summarily abate it. It declares it to be unlawful to operate without proper permits.

Sections 2, 3, and 4 do not effect meaning of present ordinance.

Attached hereto is a chart showing density of smoke permitted by various other cities. A study of this chart indicates that the density of smoke prescribed by the proposed amendments are reasonable and in accord with general practice.

Respectfully submitted,

George E. O'Neal
Smoke Abatement Engineer

The Advisory Board on Smoke Abatement approves the above described amendments, and recommends that they be enacted into law.

Respectfully,

A. Vanderhoof
Chairman

Ordinance #336, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1950 AND ENDING MAY 31, 1951," was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Adams introduced Ordinance #337, being "AN ORDINANCE AMENDING ORDINANCE #310 ENTITLED 'AN ORDINANCE RELATING TO THE EMISSION OF SMOKE AND THE POLLUTION OF AIR, PRESCRIBING METHODS OF ENFORCING PENALTIES, AND DECLARING AN EMERGENCY'", which was, upon motion of Councilman Adams, seconded by Councilman Eller, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Abernethy introduced resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 6.

Councilman Peterson introduced resolution authorizing Mayor to execute leases with owners of certain property for operation of off-street parking facilities by the city, which was, upon motion of Councilman Peterson, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 7.

Mayor Morgan reported on the convention of the United States Conference of Mayors which he attended in New York City last week.

Mayor Morgan welcomed Mr. John C. Walker, City Engineer, to employment with the city.

City Manager Weldon Weir reported that the Civil Service Commission is now in process of re-

writing regulations governing the Police and Fire Departments, which will [illegible] approval.

City Manager Weldon Weir invited the Council to attend a meeting of the Airport Advisory Board to be held next Wednesday at 11 o'clock A. M. at the new Control Tower.

[illegible] AY

Commander K. H. Forest invited the Council to ride in the Armed Forces Day Parade [illegible] and attend the meeting at the auditorium at which General [illegible]chelberger will be the speaker.

There being no further business, the meeting was upon motion adjourned.

K. H. Morgan
MAYOR

Margaret Simmons

Thursday, May 24, 1951 - [illegible] o'clock P. M.

The City Council met in regular session Thursday, May 24, 1951 at 4:30 o'clock P. M. with Mayor K. H. Morgan presiding. Present: [illegible] V. Eller, F. V. Mulvaney, Walter S. Abernethy, W. [illegible], J. Fred Brown, City Manager Weldon Weir, Corporation Counsel A. M. Wells, and [illegible].

The minutes of the previous meeting were read and approved.

Ordinance #336, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1950 AND ENDING MAY 31, 1951," was upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman [illegible] voted "aye"
Councilman Mulvaney voted "aye" — Councilman [illegible] voted "aye"
Councilman Peterson voted "aye" — [illegible] voted "aye"

ORDINANCE NO. 336

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1950 AND ENDING MAY 31, 1951

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1950, to the thirty-first day of May, 1951, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1950, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Knife Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any Kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Opera Houses, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Processing Plants.
15. Pawnbrokers.
16. Second-Hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the placeproposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1.	Pawnbrokers	$1,000.00
2.	Junk Dealers	1,000.00
3.	Electrical Contractors	1,000.00
4.	Electric Sign Contractors and Hangers	500.00
5.	Plumbing Contractors	1,000.00
6.	Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00
	Doing such work costing over $300.00	1,000.00
7.	House Movers	500.00
8.	Taxicabs	500.00

Section 5.

That whenever the word "person" is used in this ordinance, the same shall be construed to include "firms", "companies", "corporations", and "associations".

Section 6.

Where the amount to be paid for license depends upon the amount of gross sales or receipts, or other facts to be ascertained, it shall be the duty of persons applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts during the preceding months, quarter, or year, as the case may be, and such other and further proof as the Director of Finance may require, shall be rendered said Director of Finance; and in either case, the Director of Finance shall not be required to receipt for the money or issue any license until satisfactory proofs are furnished. In case the business for which the license is required is commenced after June 1, 1950 and the tax on such business is based upon gross sales or receipts or facts to be ascertained, the license shall be assessed upon the probable gross sales or receipts during a term of one year; or if the amount of tax to be paid is determined by other facts to be ascertained, then a sworn statement as to such facts shall be made, and the license based thereon. Provided, however, that the Director of Finance shall have the right at any time during the period covered by any license to require of such licensee additional sworn statements as to the sales and receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7.

When any business is begun after Jan. 1, 1951 the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, Article 2, Schedule B, Subsection B, of the Revenue Act of the State of North Carolina for 1949, as amended.

Section 8.

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9.

Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10.

A separate license shall be required for each place of business, and every class of business for which a license tax is required by this ordinance.

Section 11.

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager, or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the location does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is conducted after revocation or suspension of license, shall constitute a separate offense.

Section 12.

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 1950-51, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute the same as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13.

That every person who shall violate any provision of this ordinance, or carry on any business, trade or vocation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14.

When a license is issued, it is presumed that the location of the business and the kind of business licensed is not prohibited by some other ordinance, however, if same is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

LICENSE SCHEDULE

Section 15

"A"

ABATTOIR, OR SLAUGHTER HOUSE

Per annum ---------- $.

ACCOUNTANTS.

Exempt by State Statutes.

ADVERTISING.

Not specifically taxed.

Every person, firm, or corporation, engaged in the business of soliciting or contracting for advertising, or engaged in the business of advertising, and not specifically classified and taxed by this article, where tax is not prohibited by State Statutes, shall pay a license tax of, per annum -$15.00

Provided, that this tax shall not apply to newspapers or periodicals published in the City.

ADVERTISING, OUTDOOR--BILLBOARDS.

Every person, firm, or corporation, which is engaged or engages in the business of outdoor advertising by means of sign boards, poster boards, or printed bulletins, and any other outdoor advertising devices, erected upon grounds, walls, or roofs of buildings, shall pay a license tax of, per annum ---------- $100.00

(a) Every person, firm, or corporation, owning or maintaining sign boards, poster boards, painted bulletins, printed bulletins, or other outdoor advertisements of any nature, shall have painted on the same the name of such person, firm, or corporation in sufficient size to be plainly visible and permanently affixed thereto.

(b) Distribution in the City of Asheville, or sign-tacking, advertising by tacking, posting on poles, trees, buildings, fences, or other structures, except on licensed billboards, PROHIBITED.

ADVERTISING--DISTRIBUTORS OF SAMPLES, PRINTED ADVERTISEMENTS, AND HANDBILLS.

Every person, firm, or corporation, distributing samples, circulars, handbills, or other printed matter from house to house, or person to person, anywhere within the corporate limits of the City of Asheville, shall pay a license tax of, per annum ---------- $100.00

For one distribution, where the annual tax has not been paid ---------- $10.00

PROVIDED, that all distributions of handbills, circulars, or other printed matter, shall be delivered to someone in each residence or business house, or shall be placed under the front door of each residence or business house, or between the front door and the screen. Also, each person, firm, or corporation, distributing said circulars, handbills, or other printed matter, shall have the name of such person, firm, or corporation, on each handbill, circular, or other printed matter, in sufficient size to be plainly visible and permanently affixed thereto; and distribution of handbills, circulars, or other printed matter, other than provided in this proviso, is hereby PROHIBITED.

A[illegible] IN PLACE ..

Every person, firm, or corporation, in, or on, whose premises, building, or place of business, displays may be placed for advertising purposes, and who make a charge therefor, shall pay a license tax of, per annum - - -

PROVIDED, that persons, firms, or corporations, dealing in second-hand or used motor vehicles exclusively, shall be liable for - - -

PROVIDED, that in the event there should be kept, maintained, and operated, any table or tables whose measurements either by width or length are in excess of any of the dimensions in the schedule above enumerated, then and in such event such table or tables so kept, maintained and operated, shall pay a license tax at the rate of the next larger size table above classified.

[illegible] Shops.

Including job printing, each, per annum - - -

who shall own, rent, maintain or operate a bowling alley or alleys, shall pay on each alley so owned, rented, kept, maintained, or operated, per annum - - -

the limits of the corporate limits of the City of Asheville, an application in writing shall be made to the City Council, verified by the owner or manager of such carnival company, giving the following information:

[illegible] carnival company, and in the event such owner is a corporation, the state in which incorporated, and the office or principal place of business, together with names of the officers and directors; if a partnership, the names of all the partners; also, the route for [illegible] playing in the City of Asheville.

Only one carnival will be licensed to play within the corporate limits of the City during any [illegible] granting of any license or permit, such permit shall authorize only the operation within the limits of the City of "shows", or "rides", and the operation of any gambling games, including "wheels", "hucksters", or other concessions, are expressly prohibited, and the right is hereby reserved to reject any and all applications for permits, and in no event will any rebates, reductions from the license tax, or refunds for any cause or purpose whatsoever.

[illegible] fifty dollars will be required for each carnival before "setting up" on lot, to defray the expenses of the Sanitary Department for cleaning up the lot used. The actual cost of cleaning will be charged and refund will be made in the event of any surplus.

[illegible].

[illegible] "Cleaning and Pressing Establishments".

[illegible].

Per week - - -

water used from the city supply will be required in accordance with

.

Every person, firm, corporation or association engaged in the business of operating a collection agency for the purpose of collecting accounts, bills, notes, or any other indebtedness from any person, firm or corporation in favor of another, shall pay a license tax of, per annum - - -

[illegible].

Every person, firm or corporation, operating a cotton mill, shall pay a license tax of, per annum - - -

[illegible] office within the city, an annual license tax of one per cent on the gross receipts of [illegible] business shall be paid.

[illegible].

Every company, firm, or corporation, selling, erecting, repairing, making, or distributing electric [illegible], shall pay a license tax of, per annum - - -

...le of flour, ... plants on the streets of the city, and not paying the foregoing tax, on ... shall pay a license tax of", per annum - $25.00

...the foregoing tax shall not be required.

...) Fire hazard ordinance. Prohibited on all business streets and sidewalks within the fire district, ... fire chief. ... fire hazard ordinance for regulations.

...

...very person, firm or corporation operating a flour and/or grist mill, shall pay a license tax ..., per annum - - - - - - - - - - - - - - - - - - -

...who or which sells, or offers to sell or barter the same, or actually sells or barters the same, shall or causes to be sold, and shall apply for and procure from the collector of special license taxes a special license for the privilege of transacting such business and shall pay for such license the following annual tax:

Pedlars on foot, per annum	$5.00
Pedlars with horse drawn vehicles, per annum	5.00
Pedlars with one motor car or with small trucks, up to and including one-half ton capacity	7.50
Trucks of over one-half ton capacity	12.50

Provided, however, that before license can be issued by the City to permit peddling within the corporate limits of the City of Asheville, every such person shall exhibit to the Tax Collector his or its state license for the privilege of peddling.

Any person, firm, or corporation employing the service of another as a peddler, whether on a salary or commission basis, shall be liable for the payment of taxes levied in this section.

(b) Any person, firm or corporation, who or which sells or offers to sell, from a cart, wagon, truck, automobile, or other vehicle, operated over and upon the streets within the City, any fresh fruits and/or vegetables shall be deemed a peddler within the meaning of this section, and shall pay the annual license tax levied in sub-section (a) of this section with reference to the character of vehicle employed.

(c) Any person, firm or corporation, who or which sells or offers for sale, from any railway car, fresh fruits and/or vegetables, shall be deemed a peddler within the meaning of this section and shall pay an annual license tax of. - $22.50

Nothing in this section shall apply to the sale of farm products raised on the premises owned or occupied by the person, firm or corporation, his or its bona-fide agent, or employees, selling the same.

Provided, however, before any person, firm or corporation, who or which sells or offers for sale any fruits or farm produce upon any street, sidewalk or alley, or from any railroad car, such person shall apply to the tax collector of the City of Asheville for a peddling permit, filing affidavit, sworn to and subscribed before a person authorized to administer oaths by the laws of the state of North Carolina, swearing to the fact that all farm products to be sold during the tax year have or will be grown on premises owned or occupied by the person, firm or corporation, his or its bona-fide agent or employee selling the same, with description and location of the premises on which such farm produce or fruits has been grown or will be grown, mail address, and any other information which may be required from such person with reference to such raising or selling of the same. And, if entitled to sell such farm produce without the payment of a license tax herein provided, the tax collector shall issue a permit for such sales and, if liable, such permit shall not be issued until the tax prescribed herein shall have been paid in full. City employees are prohibited from notarizing any affidavit.

(d) The provisions of this section shall not apply to any person, firm or corporation who or which sells or offers for sale books, periodicals, printed music, ice, coal, wood for fuel, fish, beef, mutton, pork, bread, cakes, pies, products of the dairy, or articles of their own manufacture, but shall apply to medicine, drugs, or articles assembled.

Provided, the exceptions contained in this section shall not allow or permit the sale or offer for sale of any article of merchandise of any kind which is now prohibited or regulated by any other ordinance of the City of Asheville.

(e) Exemptions: Whenever the Board of Commissioners of Buncombe County, upon proper application, exempts from the provisions of this section Confederate soldiers, disabled veterans of the Spanish-American War, disabled soldiers of the World War, who have been bona-fide residents of the State for twelve or more months continually, and the blind, who have been bona-fide residents of the State for twelve or more months, continually, widows with children, and such persons present to the collector of special license taxes of the City of Asheville a certified copy of such exemptions by said Board of County Commissioners, and such certificate shall entitle the holder thereof to peddle within the limits of said County without the payment of any license tax to the city, such persons shall be entitled to peddle within the corporate limits of the City of Asheville by reason of such exemptions; provided, however, that such exemption relieves only the holder thereof of the payment of the license tax herein imposed on persons not exempted, but all other ordinances of the City of Asheville, with reference to the sale of goods, wares and merchandise, shall apply to the persons so exempted.

NOT ENUMERATED.

...DING, PAVING, SIDEWALKS, SEWERS OR STORM SEWERS.

See "Contractors and Construction Companies".

GRAPHOPHONES, PHONOGRAPHS, OR TALKING MACHINES.

See "Organs, Pianos, and Phonographs".

GRAVEL.

See "Building Materials".

GROCERIES.

Wholesale, per annum - $25.00

GUN AND LOCKSMITHS.

Each, per annum - $10.00

GYPSIES AND ITINERANT VENDORS.

For gypsies or strolling bands and persons living in tents or wagons, or in the open air, or camping in the streets, each, per annum - - - - - - - - - - - - - - - - - - -

[illegible] 2.00	
2.00 and less than 3.00	$ .60
3.00 and less than 4.50	1.50
4.50 and less than 6.00	2.25
6.00 and less than 7.50	2.75
7.50 and less than 11.00	3.25
11.00 and less than 15.00	3.75
over 15.00	4.25

Provided, however, the office, dining room, parlor, kitchen and two other rooms shall not be counted when calculating the number of rooms in the hotel.

HOTELS--INSTRUMENT--SELLING IN.

Every person, firm or corporation engaged in the business of selling or distributing equipment for hotels or restaurants, whether for the culinary or other departments, shall pay a license tax of, per annum - - -

...EL ., KNIVES.

See "Bowie Knives".

KODAKS.

See "Cameras.

"L"

LABOR AGENTS, EMIGRATION.

(a) Every person, firm or corporation, either as agent or principal, engaged in soliciting, hiring, and/or contracting with laborers, male or female, in this State, for employment out of the State, shall pay a license tax of, per annum - - -

that is issued with the license, same to be pasted on each machine.

Any slot machine being operated without being properly licensed, shall be confiscated and/or sealed by the Tax Collecting Authorities and same shall not be released until said tax is paid, and a penalty of [illegible] Dollars ($2.00) for each machine so confiscated or sealed. Any person breaking a seal and operating [illegible] machine after same has been sealed, shall be liable to a penalty of $50.00 for each offense.

[illegible]

See "[illegible] and Machinery".

[illegible]

See "[illegible]".

[illegible]

[illegible], per annum - - -

MOP OR BROOM FACTORIES.

Every person, firm or corporation manufacturing or assembling mops or brooms, shall pay a license tax of, per annum - - -

PAINT DEALERS.

Every person, firm or corporation selling or distributing paint, calcimine, or other paint products, shall pay a license of, per annum - - -

PROVIDED, every person, firm or corporation selling plumbing supplies at retail, shall pay a license tax of, per annum - - -

SALVAGE DEALERS.

Every person, firm or corporation buying, selling and/or dealing in bankrupt stocks, factory job lots and second-hand materials of all kinds, shall pay a license tax of, per annum - - - - - - -$300.00

PROVIDED, where this license is paid all other licence taxes levied by this ordinance on individual items shall not be collectible.

PROVIDED, where the above tax is paid other classifications shall not apply.

[illegible], etc.

See "[illegible]".

[illegible].

[illegible] person, firm or corporation selling or delivering into the City of Asheville, sand, stone, or gravel shall pay an annual license tax of - - - - - -

SPINNING--YARN AND THREAD.

See "Yarns".

POOL AND BILLIARD TABLES.

See "Billiards".

SPICES AND FLAVORING EXTRACTS.

See "Goods, Wares, and Merchandise".

STABLES AND RIDING ACADEMIES.

Every person, firm or corporation or association engaged in the business of operating a stable keeping horses and/or ponies for hire or to let shall pay a license tax of, per annum - - - - - - - - $25.00

STAMPS, RUBBER.

See "Rubber Stamps".

STANDS, BOOTBLACK.

See "Bootblack Stands".

STANDS, FRUIT.

See "Fruit Stands".

STANDS, LEMONADE--PUBLIC OCCASIONS.

See "Lemonade Stands".

STAR COURSES.

See "Chautauquas".

STATIONS, GASOLINE OR AUTO CLEANING.

See "Automobile Service Stations".

STEAM SHOVELS.

On each and every steam, gas or motor driven shovel operated in the City of Asheville, a license tax shall be paid of, per annum - $25.00

NOT PRORATED.

STEAM AND GAS FITTERS.

See "Electrical Contractors", etc.

STENOGRAPHERS, PUBLIC.

See "Public Stenographers".

STOCK BROKERS.

See "Brokers, Stock".

STOCK YARDS OR PENS.

Every person, firm or corporation operating or maintaining a yard or pen where live stock is loaded, unloaded, fed or watered, shall pay on each yard or pen, a license tax of, per annum - - -$250.00

PROVIDED, that any person, firm or corporation conducting a live stock exchange or market, or engaging in the business of purchasing and reselling live stock at auction or otherwise and/or receiving and shipping live stock, shall pay, on each yard, a license tax of, per annum - - - - - - - - - - -$75.00

PROVIDED, further, that the provisions of this tax shall not be collected from packing houses, operating or maintaining a stock yard or pen, who have paid the prescribed tax on packing houses.

STOCK AND MERCHANDISE BROKERS.

See "Brokers, Merchandise and Stock".

STORAGE OR TRANSFER WAREHOUSES.

Where a charge is made for storage service, other than cold storage, a license tax shall be paid of, per annum - - - - - - - - - - - - - - - - - - -

PROVIDED, where a termite exterminator is licensed under some other classification the tax shall be, per annum - - -

seribed tax, and all [illegible] shall be subject to ordinances applicable to food handling establishments.

VENDING MACHINES.

See "Machines, Slot".

WELDING SHOPS.

Every person, firm or corporation who makes repairs on anything by welding, shall pay a license tax of, per annum - - -

...any false statement or report in connection with the sale or lease of any ...

Section 9

...INGELMANN CHART AND STANDARD OF MEASUREMENTS

(a) ...for the purpose of determining the shade or density of smoke, the Ringelmann Chart as now published and using the ... issued of Smoke, which is hereby made a part of the ordinance by reference, ...to the standard.

(b) The emission of smoke at any time, within the corporate limits of the City of Asheville, ...f the shade or density greater than No. 3, of the Ringelmann Chart shall be a violation of this ordinance - with the exception of locomotives and vehicles, as hereinafter provided.

(c) No person who operates or is responsible for the operation of any fuel burning equipment, ...internal combustion engine, locomotive, open fire or stack, excepting railroad locomotives and vehicles ...shall cause, suffer or allow to be discharged therefrom, smoke the shade or density of which is equal to or greater than No. 2 of the Ringelmann Chart for a period aggregating four minutes or more in any ...30 minutes; except smoke the shade or density of which is equal to No. 2 and not greater than No. 3 of ...the Ringelmann Chart may be emitted for a period or periods aggregating three minutes in any 15 minutes ...for the purpose of blowing soot only; when building a new fire, cleaning a fire, or when break-down of equip...ment could not reasonably be avoided that the emission was not reasonably preventable.

(d) No person who operates or is responsible for the operation of any locomotive or vehicle ...shall cause, suffer or allow to be discharged therefrom smoke, the shade or density of which is equal to or greater than No. 2 Ringelmann Chart for a period or periods aggregating more than one minute in ...any 15 minutes; except smoke the shade or density of which is equal to No. 2 and not greater than No. ...3 Ringelmann Chart, may be emitted for a period or periods aggregating 3 minutes in any 15 minutes for ...the following purposes only: when building a new fire, when cleaning fires or when the breakdown of ...equipment could not reasonably be avoided that the emission was not reasonably preventable.

(e) No person who operates or is responsible for the operation of any fuel burning equip...ment shall cause, suffer or allow to be discharged therefrom or to pass any convenient measuring point ...in the stack thereof, dust in the gases to exceed 0.85 lbs. per 1000 lb. of gases, adjusted to 12 per ...cent CO2 content. The amount of dust in the gases shall be determined according to the Test Code ...for Dust, Separating Apparatus of the American Society of Mechanical Engineers, revised and amended to ...date, which is made a part of this ordinance by reference.

(f) No person who operates or is responsible for the operation of any fuel burning equip...ment, internal combustion engine, locomotive, vehicle, premises, open fire or stack, shall cause, suffer ...or allow to be discharged therefrom any smoke, dust or fumes that are a nuisance to any person not being ...employed in the premises, or that are detrimental or injurious to the health, welfare or property of ...others.

(g) Any person who has been previously notified of three or more violations of this ...section within any consecutive twelve month period, in respect to the emission of smoke, dust or fumes, ...but not sufficient to show cause before the Chief Smoke Regulation Engineer on a specified ...date not less than ten days from the date of notice, why the equipment causing such violations ...should not be sealed. The notice herein provided for may be given by mail directed to the last known ...address of the person to be notified, or if the address or the whereabouts is unknown, then by posting ...such notice at the premises at which the violations shall have occurred. Upon this date the person ...so notified may appear and be heard. Upon such hearing, if the Chief Smoke Regulation ...Engineer finds that adequate corrective means and methods have not been employed to correct the con...dition complained of, he shall order the equipment sealed until such time as a new installa...tion, which complies, is provided under this ordinance have been applied for and issued. ...Appeals from the decision of the Chief Smoke Regulation Engineer may be made to the Appeal Board and such appeal shall act as ...a stay of the order of the Chief Smoke Regulation Engineer during the decision of the appeal board and ...thereafter if such board ...

...No person shall violate the seal on any fuel-burning equipment that has been sealed at ...the order of the Chief Smoke Regulation Engineer unless authorized by him in writing to do so.

(...) Any ... violation of any provision of this Section shall constitute a separate ...offense.

Section 13

EMISSION OF DENSE SMOKE -- PUBLIC NUISANCE

(a) All persons ... owning, operating or in charge or control of any equipment who shall cause or permit or participate in any violation of any of the provisions or sections of this ordinance, either as principals, agents, lessees, tenants, lessors, superintendents, constructors, installers, mechanics, ...employees, engineers, firemen or otherwise, shall be individually and collectively ...liable for any fines, or penalties or punishment imposed in this ordinance.

(b) No person shall violate the seal on any fuel-burning equipment that has been placed ...thereon by order of the Chief Smoke regulation engineer unless first authorized in writing ...by him so to do.

(c) It shall be unlawful for any person to permit emission of any smoke from any source except as otherwise provided in Section 9 of a density equal to or greater than that density described as No. 2 on the Ringelmann Chart, published by the U. S. Bureau of Mines, standards of which are hereby fully adopted by the enactment of this ordinance and set forth in full herein. Emission of such dense smoke is declared to be a public nuisance and may be summarily abated by the chief smoke regulation engineer, or by anyone whom he may designate for such purpose. It shall be unlawful for any person to install or operate any fuel burning equipment for which a permit is required by this ordinance without in either case having first secured such permit.

Section 2. If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each

...section, sub-section, clause or phrase thereof, irrespective of the fact that any one or more ...sections, sub-sections, clauses or phrases be declared invalid.

Section 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall be in full force and effect from and after its passage.

...the adoption ...

...read, approved and adopted, this ... day of June, 1950, ...

...ATTEST:

J. W. Wells
...

...

Councilman Akerman introduced resolution ... grace in City Building, which was, upon motion of Councilman ..., seconded by ..., unanimously adopted.

Complete copy of resolution will be found in ... Book #3 page ...

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this ... day of June, 1950, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and Appalachian Coals, Inc., a Delaware corporation, having its principal office and place of business in the city of Cincinnati, Ohio, hereinafter called the Lessee;

WITNESSETH:

That whereas, on the 2 day of June, 1949, the parties hereto entered into a certain lease, whereby the Lessor leased to the Lessee for a period of one year, beginning June 23, 1949 and ending June 23, 1950, the premises known and described as follows:

...rooms 509 and 510, containing 900 square feet of floor space, on the ...ing known as the City Hall Building, Asheville, N. C.

and

Whereas, the parties have agreed to extend the period for which the said premises were leased.

Now, therefore, it is mutually agreed, that the said lease ... aforesaid to are hereby leased unto the said Lessee for the additional term of one year, beginning the 23rd day of June, 1950, and ending on the 23rd day of June, 1951, at the rental specified in the above described lease, payable at the times and under the conditions therein set forth; and that all of the terms, conditions and covenants set forth in the above described lease apply to the additional period of extension as ...as if set forth herein.

IN TESTIMONY WHEREOF, the said Lessor has caused these ... Mayor, ... Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be signed in its ... and attested by its secretary, and its corporate seal to be hereunto affixed, the day and year first written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By J. ... Wells
Vice-Mayor

Attest:

Secretary

... - BOWERS CONSTRUCTION COMPANY

...

By
President

Councilman Mulvaney introduced resolution extending lease with Bowers Construction Company of Raleigh, North Carolina, which was, upon motion of Councilman Mulvaney, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 9.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 1 day of June, 1950, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, (being [illegible] with the interest) and the COUNTY OF BUNCOMBE, a body politic and corporate, in the state of North Carolina (being seized of a four twenty-sevenths interest), hereinafter called LESSOR, and BOWERS CONSTRUCTION COMPANY of Raleigh, North Carolina, hereinafter called LESSEE (said designations shall include the respective parties, whether one or more, individual or corporate).

WITNESSETH:

That whereas, on the 1st day of June, 1948, the parties hereto entered into a certain lease, whereby the Lessor leased to the Lessee for a period until the first day of June, 1950, the premises known and described as follows:

Being the first tract as described by metes and bounds in a deed from Bankers Trust & Title Insurance Company, trustee, to the Board of Financial Control, Incorporated, dated August 25, 1932, recorded in the office of the Register of Deeds for Buncombe County, N. C. in deed book 452 at page 338, and being the same property known as the "Quarry Tract" as shown in plat book 14 at page 86 of the Buncombe County records, reference to which deed and plat is hereby made for a more full and complete description of said property.

Excepting from the aforesaid tract all that property heretofore conveyed by the City of Asheville and County of Buncombe to Asheville Cotton Mills, Inc. by deeds dated January 7, 1943 and January 6, 1943, respectively, and recorded in deed book 456 at pages 570 and 572, respectively, Buncombe County records, which said property conveyed to said Asheville Cotton Mills is also shown as Lot 1, Sheet 2, Ward 6 on the Buncombe County tax maps (Note: In said deed from the City and County to the Cotton Mills the City and County reserve for a highway or a highway bridge an 80 foot right-of-way, the center line of which begins at a stake in the eastern margin of Craven Street at its intersection with the northern margin of [illegible] Street, and runs north 11 deg. 14' west 40 feet; north 18 deg. 14' west 100 feet; north 3 [illegible] 28.7 feet, and runs thence north 73 deg. 32' east to and across the French Broad River.)

The said property is more particularly described as also shown on the tax maps for Buncombe County in [illegible] Sheet 2 as Lots 51½, 52, 53, 53½, 54, 55, 56, 57, 58, 59, 62, 63, 64, 142, 143, 145, 146, 147, 148, 149, 150 and 153; and in Ward 6, Sheet 3 as Lots 1, 11 through 34 inclusive.

Whereas, the parties have agreed to extend the period for which the said premises were leased;

Now, therefore, it is mutually agreed, that the premises described in the lease above referred to are hereby leased unto the said Lessee for the additional term of six months, beginning June 1, 1950, or said lease shall expire at the time when said West Asheville bridge has been completed, or shall expire at the time when the contract referred to in said lease between said lessee and said North Carolina State [illegible] is completed, whichever one of said three times or dates is sooner, at the rental [illegible] above described lease, payable at the times and under the conditions therein set forth; and all terms, conditions and covenants set forth in the above described lease apply [illegible] fully as if set forth herein.

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be signed by C. Fred Brown, Vice-Mayor, and its corporate seal to be hereunto affixed; the County of Buncombe has caused these presents to be signed in its name by its Chairman, attested by its Ex-Officio Clerk and its corporate seal to be hereunto affixed, this the day and year first above written; and the Bowers Construction Company has caused these presents to be executed by its duly authorized officers and its seal to be hereunto affixed.

Attest:

[illegible] City Clerk

CITY OF ASHEVILLE

By C. Fred Brown
Vice-Mayor

ATTEST:

Register of Deeds, and Ex-Officio Clerk to the Board of Commissioners

COUNTY OF BUNCOMBE

By
Chairman, Board of County Commissioners

Attest:

Secretary

BOWERS CONSTRUCTION COMPANY

By
President

City Manager Weldon Weir then stated a letter from the Planning & Zoning Commission announcing that it had met on Friday, Jan. 9th, for the purpose of zoning approaches to the new West Asheville bridge.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 8, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 8, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, C. Fred Brown, Earl W. Eller, M. C. Peterson, F. M. Mulvaney, City Manager Weldon Weir and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

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1950 - GEORGE B. COGGINS -
"QUARRY TRACT"

Councilman Brown introduced resolution authorizing Mayor to execute lease to George B. Coggins, which was, upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page10.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE made and entered into, this the 8 day of June, 1950, by and between the CITY OF ASHEVILLE, a municipal corporation, and the COUNTY OF BUNCOMBE, a body politic and corporate, as LESSORS, and GEORGE B. COGGINS, as LESSEE.

W I T N E S S E T H:

That the Lessors do hereby lease unto the Lessee, and the Lessee hereby accepts from the Lessors, the following property, lying and being in the City of Asheville, County of Buncombe and State of North Carolina, and more particularly described as follows:

Lots 51-1/2, 52, 53, 53-1/2, 54, 55, 56, 57, 58, 59, 62, 63, 64, 142, 143, 145, 146, 147, 148, 149, 150, 153, Sheet 2 of Ward 6, as said lots appear on the Tax Maps of the City of Asheville, and Lots 1, 2, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37 and 38, of Sheet 3 of Ward 6, as said lots appear upon the Tax Maps of the City of Asheville and Buncombe County.

Subject, however, to the public right of way for the Asheville-West Asheville Highway now under construction; and subject also to the terms of a certain lease from the lessors to Bowers Construction Company dated June 1, 1948, as extended by agreement in writing dated June 1, 1950.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of twenty-five (25) years commencing on the 1st day of Jan., 1951, and ending on the 31st day of Dec., 1975, with the privilege to the Lessee to extend the term of the same as hereinafter provided.

2.

The Lessee shall pay to the Lessors an annual rental of Twelve Hundred ($1,200.00) Dollars, in advance, on or before the 1st day of Jan. of each year during the term hereof.

3.

At any time on or before the 31st day of Dec., 1975, while the Lessee is in no wise in default hereunder, the Lessee may extend the term of this lease for an additional period of twenty-five (25) years from and after the 31st day of Dec., 1975, by written notice delivered or mailed by registered mail to the Lessors.

4.

Upon the termination of this lease by expiration or for other cause, the Lessee, for a period of six months from and after such termination, shall have the right at his own expense to remove any and all machinery, equipment and other personal property of every nature which he may have placed upon the premises during the term of this lease.

5.

At all times while there is no default in the performance of the provisions of this lease by the Lessee, the Lessee and his assigns shall have the right to grade and remove dirt and rock from the premises hereby leased, to install thereon railway sidings, driveways, power lines, telephone lines, water and sewer lines, drainage ditches, and otherwise use and improve the same in any manner as he may desire; provided, however, that the Lessee may not operate said premises or any part thereof as a quarry, and will not conduct or permit any blasting upon said premises except as may be necessary in the performance and completion of the Lessee's grading work and improvements upon said premises, which shall be done in a safe and proper manner in such wise as will not endanger existing structures adjacent to or near said premises, and shall, if the Lessors so desire and arrange, be done under the supervision of the Engineering Department of the North Carolina Highway & Public Works Commission. The Lessee hereby agrees to indemnify and save the Lessors harmless from all claims or actions for damage to person or property on account of any such blasting operations which may be conducted by or under the direction of the Lessee.

6.

If the Lessee should fail or neglect to make any payment of rent when due, or should otherwise violate the provisions of this lease, the Lessors may notify the Lessee in writing of such default delivered or mailed by registered mail to the last known address of the Lessee, and if such default is not corrected and made good within ten days from the receipt by the Lessee of such notice, or from the date of its mailing in the event it is not personally delivered, the Lessors may thereupon and without further notice terminate this lease, and may re-enter the premises and expel the Lessee therefrom.

7.

The Lessors do hereby covenant and agree with the Lessee that, subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy said premises during the term herein provided and during the term of the extension hereof, free from the adverse claims of any and all persons whomsoever, except in respect to the right of way and lease to Bowers Construction Company above referred to, and further in respect to such taxes as may be lawfully levied during the term hereof against or on account of any physical improvements erected by the Lessee upon the lands hereby leased, which taxes the Lessee agrees promptly to pay or cause to be paid.

8.

In the event of any dispute or controversy concerning any term or provision of this

lease, the Lessors and the Lessee do hereby state and represent that it is their mutual wish and desire that such dispute or controversy should be adjusted and settled by arbitration under the procedure and machinery as provided by the General Statutes of North Carolina.

9.

This lease shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators, sub-lessees and assigns.

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be executed by C. E. Morgan, its Mayor, attested by Margaret Simmons, its Clerk, and its Corporate Seal to be hereunto affixed, all by authority duly given, and the County of Buncombe has caused these presents to be executed by Coke Candler, Chairman of its Board of Commissioners, attested by George A. Digges, Jr., its ex-officio Clerk, and the Seal of said County to be hereunto affixed, all by authority duly given, and George B. Coggins has hereunto set his hand and seal, this the day and year first above written.

Attest:

Margaret Simmons
Clerk

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

Attest:

Register of Deeds and
Ex-officio Clerk

COUNTY OF BUNCOMBE

By
Chairman, Board of Commissioners

George B. Coggins (SEAL)

North Carolina
Buncombe County

This the ____ day of June, 1950, personally appeared before me, _____, a Notary Public in and for the County and State aforesaid, MARGARET SIMMONS, who, being by me duly sworn, says that she knows the Seal of the City of Asheville, North Carolina, and is acquainted with C. E. Morgan, Mayor of said City, and that she, the said Margaret Simmons, is the Clerk of the City of Asheville, a municipal corporation, and saw the said C. E. Morgan sign the foregoing instrument, and that she, the said Margaret Simmons, affixed said Seal to said instrument and signed her name in attestation of said instrument in the presence of said C. E. Morgan.

Witness my hand and Notarial Seal, this the day and year last above written.

My commission expires:

Notary Public

North Carolina
Buncombe County

I, _____, a Notary Public in and for the aforesaid County and State, DO HEREBY CERTIFY that George A. Digges, Jr. personally appeared before me this day, who, being by me duly sworn, says that he knows the Seal of the County of Buncombe and is acquainted with Coke Candler, who is Chairman of the Board of Commissioners of said County; that he, the said George A. Digges, Jr., is the Register of Deeds of Buncombe County and is Ex-officio Clerk of the Board of Commissioners of said County, a body politic and corporate, and saw said Coke Candler sign the foregoing instrument; that he, the said George A. Digges, Jr., affixed the common seal of said County to said instrument and that he, the said George A. Digges, Jr., signed his name in attestation of the execution of said instrument in the presence of said Coke Candler.

Witness my hand and Notarial Seal, this the ____ day of June, 1950.

My commission expires:

Notary Public

There being no further business, the meeting was upon motion adjourned.

MAYOR C E Morgan

CITY CLERK Margaret Simmons

Thursday, June 15, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 15, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, Walter I. Abernethy, Earl W. Eller, M. C. Peterson, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan

The minutes of the previous meeting were read and approved.

[redacted]

Mr. Henry Johnson, Executive Director of the Housing Authority of the City of Asheville, presented a resolution passed by the Housing Authority requesting that certain streets in the proposed new public housing project for negroes be closed, said Housing Authority to relocate said streets and dedicate them to the city.

Councilman Abernethy introduced resolution closing Kates, Smith and Peach Streets, Frank Alley and Park Alley, and a portion of Wilbar Avenue, which was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 11.

[redacted]

COUNCILMAN Eller introduced resolution deleting certain lots from a lease heretofore authorized to George B. Coggins, which was, upon motion of Councilman Eller, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 12.

[redacted]

Mr. Zebulon Weaver, Jr. presented a petition requesting the closing of an unnamed alley extending from Kates Street to Coxe Avenue extension.

Councilman Peterson introduced a resolution closing certain unnamed alley extending from Kates Street to Coxe Avenue Extension, which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 13.

There being no further business, the meeting was on motion adjourned.

MAYOR C E Morgan

CITY CLERK Margaret Simmons

Thursday, June 22, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 22, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Walter I. Abernethy, Earl W. Eller, F. M. Mulvaney, James P. Adams, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[redacted]

A communication was presented from the Planning and Zoning Commission containing recommendations regarding the eastern and western approaches to the new West Asheville bridge.

June 22nd, 1950

Mr. J. Weldon Weir, City Manager
City of Asheville
Asheville, North Carolina.

Dear Mr. Weir:

The City of Asheville Planning and Zoning Commission at a meeting held on Friday, June 16th, 1950, which meeting was conducted on the ground along the Eastern and Western approaches to the new West Asheville bridge across the French Broad River, unanimously voted to recommend to the City Council the enactment of ordinances effectuating a reasonably sound and proper zoning of said approaches and the connections thereto, with the intent, of course, that existing zoning regulations be amended where necessary to accomplish this purpose:

1. To annex that portion of the new West Asheville highway which lies outside of the present city limits from the Eastern crossing of Mill Creek to the Western crossing thereof by said new highway, taking into the city all of the land between the present city limit line South of said highway and extending Northwardly a distance of 250 feet North of the Northern margin of the right of way of said new highway. That if such annexation is effected the entire Western approach of said new highway from a point 250 feet East of the intersection thereof with Johnston Boulevard to the city limit line at the Eastern crossing of said highway with Smith's Mill Creek be zoned on both sides of said highway "RA 6 Residential District", except the intersection of said new highway and Louisiana Avenue Extended, at which intersection a Neighborhood Trading Area shall be established extending for a distance of 250 feet from the right of way of the intersecting streets at all four corners thereof.

2. That the remainder of the Western approach of said new West Asheville highway from its Eastern crossing of Smith's Mill Creek to the present Industrial District Western line on the Southwestern side of French Broad River be zoned Neighborhood Trading Area on both sides of said highway, said area to extend back from the respective margins of the right of way of said highway 250 feet; that said Neighborhood Trading Area be included in the Fire zone of the City of Asheville.

3. That the land bordering on the outer rims of the clover-leaf approaches to said new West Asheville highway connecting the same to what is now known as the Hanover Street connection be zoned Neighborhood Trading Area from the intersection of said clover-leaf approaches with Mill Brook Road and Hanover Street connection Eastwardly to their respective junctures with the new West Asheville highway, said Neighborhood Trading Area to extend a distance of 250 feet from the outer margins of the right of way of said clover-leaf approaches and that said Neighborhood Trading Area be included in the Fire Zone of the City of Asheville.

4. That the "Hanover Street Connection" be zoned RA6 Residential District from the intersection thereof with Mill Brook Road Southwardly to a point where the rear or Northern line of the city school lot (Aycock School) if extended in a Western direction would cross said

Hanover Street Connection; that said RA6 Residential District extend Westwardly from the Western margin of the right of way of said Hanover Street Connection to a line marking the average rear lines of lots abutting on the Eastern margin of Burton (Buffalo) Street, and that said RA6 Residential District extend Eastwardly from the Eastern margin of the right of way of said Hanover Street Connection to the present RA6 Residential District at the rear lot lines of lots abutting on the Western margin of Westwood Place.

5. That the portion of the Hanover Street Connection from a point where the rear or Northern line of the city school lot if extended would cross said Hanover Street Connection to the intersection of said Hanover Street Connection with Haywood Road be zoned Business District; said District extending back from the respective margins of the right of way of said Connection to Argyle Lane on the East and to Burton (Buffalo) Street on the West; that said Business District be included in the Fire Zone of the City of Asheville.

6. That the land lying West of the right of way of the new West Asheville highway on the Western side of the French Broad River between the present Industrial District line which is defined approximately by the Eastern margin of Westwood Place and the new connection running from the new West Asheville highway approximately along the old right of way of Cliff (Clifton) Road to Westwood Place be zoned Neighborhood Trading Area and that only that portion of said land abutting on the margin of the right of way of said new West Asheville highway extending back a distance of 250 feet from said margin be included in the city Fire Zone.

7. That the land lying on the Northern side of the Eastern approach to the new West Asheville bridge from the present line of the Business District on the Western side of Buttrick Street and between the Northern margin of the right of way of said Eastern approach to said bridge and a line approximating the average of the rear lot lines of lots abutting on the South side of Hill Street extending Westwardly to the present Industrial District line be temporarily zoned Business District until such time as there is established a "Commercial" or"Business B District", at which time said area shall be included in said "Commercial" or "Business B District"; and that said Business District be included in the Fire Zone.

8. That the land lying South of the Southern margin of the right of way of the Eastern approach to the new West Asheville highway between said margin of said right of way on the North, the present Business District line on the East, West Haywood Street and View Street on the South and the Industrial District line on the West be changed from RA5 Residential District to Business District temporarily until such time as there is established a "Commercial" or "Business B District", at which time said area shall be included in said "Commercial" or "Business B District", it being the intention to include also in this district the following lots abutting on West Haywood Street and View Street: Lots 34½, 35, 48, 49¼, 49½, 49-3/4, 49, 225, 226, 227, 50, 59½, 60, 60½, 61, 138½ and 137 of Sheet 3, Ward 4; Lots 138, 139 and 137 of Sheet 4, Ward 4 as shown on the tax maps of the City of Asheville; and that said Business District be included in the Fire Zone.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond, Secretary
City of Asheville Planning and
Zoning Commission.

Mr. Anthony Redmond, Secretary of the Planning and Zoning Commission, explained the effects of said recommendations.

Councilman Adams moved that this matter be referred to the City Manager and Corporation Counsel for preparation of necessary papers to be referred back to this Council, which motion was seconded by Councilman Eller, and unanimously adopted.

Councilman Eller introduced resolution authorizing mayor to enter into lease with Gus Johnson, trading and doing business as Johnson's Auto Salvage, for certain property on Riverside Drive, which resolution was upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 3 page 14.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 22nd day of June, 1950, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called LESSOR, and GUS JOHNSON AND J. G. FRITSCHY, trading and doing business as JOHNSON'S AUTO SALVAGE, party of the second part, hereinafter called LESSEE;

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor, the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of Riverside Drive, which said stake is located by measuring from an iron pin in the western margin of said Riverside Drive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in plat book 8 page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County Tax Maps, South 20 deg. East 523 feet with the western margin of said Riverside Drive to a stake; thence South 15 deg. 50' East 551 feet with the western margin of said Riverside Drive to the beginning stake, thence runs from said beginning stake with the western margin of Riverside Drive south 23 deg. 18' East 150 feet to a stake; thence runs South 66 deg. 42' West 435 feet more or less to a stake in the eastern bank of the French Broad River; thence in a northerly direction with the eastern bank of said French Broad River 150 feet, more or less to a stake; thence runs north 66 deg. 42' East 420 feet more or less to the place of BEGINNING. Being a part of Tract 2 as described in a deed dated October 31, 1924 from the French Broad Power Company to the City of Asheville, and being a part of the property described in a deed dated April 30, 1898 from A. C. Durham to City of Asheville, both recorded in the office of the Register of Deeds for Buncombe County, North Carolina in deed book 295 at page 258 and deed book 105 page 388, respectively, and being also a part of lots 5 and 6, Sheet 10, Ward 3 Buncombe County Tax Maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of five years, commencing on the 1st day of July, 1950 and ending on the 1st day of July, 1955.

2.

The lessee shall pay the annual rental of $400.00, payable in advance.

3.

This lease shall not be assigned or the leased premises sub-let without the written consent of the lessor.

4.

That the lessee upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

5.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

6.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

7.

The lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner that any unsightly objects or material on said premises are concealed from public view.

8.

Party of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

9.

Upon agreement of the lessor and lessee a renewal or extension of this lease may be negotiated.

10.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor without any other notice or demand may terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, and the lessees have hereunto set their hands and seals, this the day and year first above written.

Attest:

Margaret Simmons
City Clerk

City of Asheville

By C. E. Morgan
Mayor

JOHNSON'S AUTO SALVAGE

By_____

_____

SEWAGE DISPOSAL - APPLICATION FOR FUNDS

City Manager Weldon Weir reported that Mr. John C. Walker and Mr. W. F. Wolcott are going to Atlanta to attend a conference in connection with the city's application for funds for the sewage disposal project.

BUDGET

City Manager Weldon Weir reported that the budget for the year 1950-51 was ready for consideration by the Council.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 29, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 29, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, James P. Adams, Walter I. Abernethy, M. C. Peterson, C. Fred Brown, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was read from Mr. Mark Sumner, Postmaster, containing recommendations for names for the new streets in connection with the new West Asheville Bridge.

June 27, 1950

Mayor Clarence E. Morgan,
City Hall Building,
Asheville, N. C.

My dear Mayor:

We of the Asheville Postal System are very much concerned over the designation of names for the new streets in connection with the new West Asheville Bridge. As you well know, there is considerable confusion in our fair city over the duplication of street names, as well as the similarity of street names. Therefore, we would like to take the liberty of giving you our suggestions and/or recommendations.

It is recommended that the new street beginning off of Patton Avenue, crossing the new bridge to the intersection of Johnson Boulevard, be called "Patton Avenue". It is further recommended that the portion of the present Patton Avenue beginning at the intersection of the new street, west, down to Roberts Street, be redesignated as "Haywood Street". This appears to be a very logical continuation of Haywood Street. This would be the only change necessary, as West Haywood, which was formerly Spring Street, would remain as West Haywood.

Also, it is recommended that the new connecting road running south to Haywood Road at Hanover Street by Aycock School be named "North Hanover Street", as the present Hanover Street is numbered from Haywood Road, South, and the new section could be numbered from Haywood Road, north.

Also, it is suggested that the new cutoff on Haywood Road at the Asheville School, which is part inside and part outside of the city, be given an entirely new name such as "Bement Road" or "Anderson Road", in honor of the co-founders of the Asheville School, or "Fall Road", in honor of the present Headmaster. This would leave the present addresses and numbers on Haywood Road as they now exist and would avoid untold confusion and the changing of many addresses.

As an alternate suggestion, the new main thoroughfare across the bridge could be given an entirely new name such as "Memorial Boulevard", which would avoid the necessity of redesignating any existing streets; however, it is the considered opinion of the Post Office Officials that the most logical solution is the first one mentioned which entails the redesignation of lower Patton Avenue to Haywood Street only.

It is hoped that you and your Council will give serious consideration to the problems of the Post Office Department pertaining to proper and efficient mail delivery when the above new streets are named.

Yours very truly,

S/ Mark Sumner, Sr.
Mark Sumner, Sr.,
Postmaster

Cc: Mr. J. Weldon Weir,
City Manager,
City Hall Building,
Asheville, N. C.

Councilman Eller moved that this matter be referred to the City Manager for consideration, which motion was seconded by Councilman Adams and unanimously adopted.

Councilman Abernethy introduced resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1950 and ending June 30, 1951, which was upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 15.

Mayor Morgan stated that he had been requested by a committee from the Central Labor Union to ask the Council to defer action on the budget for another week.

Councilman Mulvaney introduced resolution authorizing Mayor to execute supplemental agreement with United States of America, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 16.

SUPPLEMENTAL AGREEMENT

Lease No. VA-b(4F)-33-35

THIS SUPPLEMENTAL AGREEMENT made and entered into this 7th day of July nineteen hundred and fifty by and between CITY OF ASHEVILLE, NORTH CAROLINA whose address is Asheville City Hall, Asheville, N. C. hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government.

WHEREAS, the parties hereto have heretofore entered into a certain lease dated November 19, 1946, whereby the Lessor leased to the Government the following described premises: Approximately 13,690 square feet of office space on the fourth and fifth floors of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House at Asheville, North Carolina, said space consisting of approximately 6,588 square feet of space on the fourth floor, designated as being the entire fourth floor and 7,102 square feet of space on the fifth floor, being identified as being the entire fifth floor.

WHEREAS, said lease was amended May 7, 1947 to relinquish approximately 7,102 square feet of space being the entire fifth floor of said building, effective May 31, 1947; and,

WHEREAS, said lease was further amended February 24, 1948 to relinquish approximately 2,248 square feet of space being described as rooms numbered 414, 417, 416, 415, 414, 413, 411, and the eastern part of room numbered 410 in said building; and,

WHEREAS, said lease was further amended August 26, 1948 to relinquish approximately 1,735 square feet of space, being identified as all of the space on the fourth floor of the said building covered by the lease except rooms numbered 401, 402, 403, 419, 420, 421, 422, 423 and partitioned lobby space designated as room number 400; and,

WHEREAS, said lease was further amended August 25, 1949 to relinquish approximately 480 square feet of space, being identified as Room 403 in said building, effective as of July 31, 1949; and,

WHEREAS it is desired to amend said lease to provide for the relinquishment of approximately 947 square feet of space on the fourth floor of said building, being further identified as being rooms numbered 400, 401 and 402.

NOW, THEREFORE, the parties hereto do hereby amend said lease effective June 30, 1950, in the following respects:

1. Paragraph two (2) on page one (1) of said lease is hereby amended so as to recite as follows:

"2. The lessor hereby leases to the Government the following described premises, viz:

Approximately 1,305 square feet of office space on the fourth floor of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House at Asheville, North Carolina, said space being designated as rooms numbered 419, 420, 421, 422 and 423, to be used for Governmental purposes."

2. Paragraph seven (7) on page two (2) of the lease is hereby amended so as to recite as follows:

"7. The Government shall pay the Lessor for the premises rent at the following rate: $79.45 per month, payable at the end of each month.

It is further mutually understood and agreed by and between the said parties, that all of the other terms, conditions and provisions of said lease, as amended, shall be and remain in full force and effect, as therein provided.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF ASHEVILLE, NORTH CAROLINA

In presence of:

By C. E. Morgan
Mayor

Lillian Ducker
Asheville, N. C.

UNITED STATES OF AMERICA

By J. D. DeRamus
J. D. DeRamus, Manager
VA Regional Office, Winston-Salem,
N. C.

I, Margaret Simmons certify that I am the City Clerk of the corporation named as Lessor in the attached supplemental agreement; that C. E. Morgan who signed said supplemental agreement on behalf of the Lessor, was then Mayor of said corporation; that said supplemental agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Margaret Simmons

(Corporate)
(Seal)

Councilman Adams introduced resolution authorizing Mayor to enter into lease with Ingle Transfer and Storage Company for space in Municipal Building, which was, upon motion of Councilman Adams, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 17.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, entered into this the 29th day of June, 1950, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and INGLE TRANSFER & STORAGE COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part the entire basement floor of the Municipal Building of the City of Asheville, exclusive of utility facilities necessary for the operation of said building, upon the following terms and conditions:

1. That the term of this lease shall be five years, beginning the 1st day of July, 1950 and expiring the 1st day of July, 1955.

2. That the party of the second part agrees to pay as rental for said property the sum of Two Hundred Seventy-five and 0/100 ($275.00) Dollars per month.

3. That the rental above set out shall be payable on the first day of each and every month during the period of this lease.

4. The party of the first part agrees to furnish lights and water, but any additional heat must be furnished by the party of the second part at its own expense.

5. The party of the second part agrees that the party of the first part shall not be liable for the contents stored in the premises in case of fire.

6. It is agreed that if it is necessary to erect any partitions for the protection of the contents stored in the premises same shall be erected by the party of the second part at its own expense.

7. That the party of the second part agrees to return said property to the party of the first part at the expiration of this lease in as good condition as said property is at present, ordinary wear and tear excepted.

8. In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void, and the party of the second part shall have the right to enter upon said property and take possession thereof.

IN WITNESS WHEREOF, the CITY OF ASHEVILLE, party of the first part, has caused these presents to be signed in its name by the Mayor, duly authorized by resolution of the governing body of the City of Asheville, same attested by its City Clerk; and the party of the second part has caused these presents to be signed by its duly authorized officer, this the day and year first above written.

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

INGLE TRANSFER & STORAGE COMPANY

By _____

Councilman Eller introduced resolution authorizing Mayor to execute quit-claim deed to George M. Roberts and wife, Agnes R. Roberts, which was, upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 18.

City Manager Weldon Weir stated that the budget appropriation included a contribution to the Memorial Mission Hospital Building Fund Campaign of $12,500.00, with an anticipated $12,500.00 in next year's budget.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 6, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 6, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, M. C. Peterson, James P. Adams, Earl W. Eller, F. M. Mulvaney, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible] - A. J. KELLOS

Councilman Brown introduced resolution authorizing Mayor to execute deed to Arnold J. Kellos, which was, upon motion of Councilman Brown, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 19.

CLAIM - MRS. DELLA STONER

Mr. Fred Sale, attorney for Mrs. Della Stoner, presented a claim for damages to property in the amount of $3,000.00.

Asheville, North Carolina
June 21, 1950

TO THE HONORABLE THE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, Mrs. Della Stoner, of 72 Black Street, pursuant to the provisions of Section 150 of the Charter of the City of Asheville, herewith files claim for the happening or infliction of the injury hereinafter complained of as follows:

1. The date and place of happening or infliction of such injury was on the 30 day of May, 1950, at 72 Black Street, in the City of Asheville, on property described in Deed recorded in the office of the Register of Deeds for Buncombe County, North Carolina in Deed Book 252, on page 183.

2. The manner of such infliction was negligent diversion, acceleration and increasing the flow of surface water by public construction on the part of the City of Asheville.

3. The character of the injury was flooding with water washing silt and debris in and upon the premises aforementioned, damaging the real property and injuring personal property.

4. The amount of damage claimed for is the sum of $3,000.00.

5. Attorneys for claimant, Sale, Pennell & Pennell, 508 Jackson Building, Asheville, North Carolina.

This the 21st day of June, 1950.

Respectfully submitted,

S/ Della Stoner
Mrs. Della Stoner
72 Black Street

Upon motion of Councilman Brown, seconded by Councilman Mulvaney, this matter was referred to the City Manager and Corporation Counsel for investigation.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 13, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 13, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen M. C. Peterson, C. Fred Brown, F. M. Mulvaney, Earl W. Eller, James P. Adams, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

POLICE AND FIRE DEPARTMENTS - INCREASE IN PAY

A communication was read from A. Liston Sams, Secretary of The Asheville Central Labor Union, requesting a conference with the City Council regarding the pay increase for members of the Police and Fire Departments.

Mayor Morgan stated that all citizens are not only welcome but invited to attend regular sessions of the Council held at 4:00 P. M. every Thursday afternoon, and that with the consent of the Council he would acknowledge said communication by inviting the union representatives to be present at any Thursday afternoon meeting that suits their convenience.

LEASE - DR. JOSHUA F. B. CAMBLOS, DR. HAROLD S. CLARK and DR. CHARLES A. HENSLEY (SPACE IN CITY BUILDING)

Councilman Eller introduced a resolution authorizing Mayor to enter into lease with Dr. Joshua F. B. Camblos, Dr. Harold S. Clark and Dr. Charles A. Hensley for space in city building, which was, upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 20.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 13 day of July, 1950, by and between the CITY OF ASHEVILLE,

a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. CHARLES A. HENSLEY, DR. HAROLD S. CLARK and DR. JOSHUA F. B. CAMBLOS, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessees the following described premises, viz.: Rooms 401 and 402, containing 1478.95 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessees for the purpose of physicians' offices.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 15, 1950 and ending July 15, 1953.

3. The Lessees shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessees shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $123.25 each in advance on the fifteenth day of each month beginning on the fifteenth day of July, 1950 and continuing for the period of this lease.

5. The Lessees shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessees will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessees standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessees, their agents, patients, guests or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessees, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. That the Lessees herein named bind themselves to this lease singularly and collectively.

12. In event Dr. Harold S. Clark and/or Dr. Joshua F. B. Camblos shall be recalled to active duty in the armed forces of the United States this lease shall terminate as to the lessee so recalled upon giving reasonable notice in writing to the Lessor.

13. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessees shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessees to be kept performed, or if the Lessees shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessees shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessees five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in each notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessees addressed to the demised premises.

IN TESTIMONY THEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessees have hereunto set their hands and seals the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

(SEAL)

(SEAL)

(SEAL)

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 20, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 20, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, Walter I. Abernethy, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

A communication from the Planning and Zoning Commission was presented containing recommendations with reference to annexing of territory contiguous to the new West Asheville Highway which now lies outside of the city limits, and the enactment of an amendment to the Zoning Ordinance to provide for a Commercial District.

July 20th, 1950

Honorable Mayor
Members of the City Council
City Manager of the City of Asheville
Asheville, North Carolina.

Gentlemen:

This is to advise that at a meeting of the City of Asheville Planning & Zoning Commission held on July 17th, 1950, at which all members of the Commission were present, the following resolutions of recommendation were unanimously passed:

1. That the recommendation of the City of Asheville Planning and Zoning Commission with reference to annexing of territory contiguous to the new West Asheville Highway which now lies outside of the City limits be amended to permit of the annexing into the City of all that property lying between a line approximating the rear lot lines of lots bordering on the North side of Hose Street and Hazel Mill Road and the present City limit line to the East, South and West thereof and that such area be zoned, if annexed into the City, as RA-6 Residential Area except those sections recommended for neighborhood trading areas in the recommendation of the Planning and Zoning Commission to the City Council on June 22, 1950, and except for an additional neighborhood trading area to be established at the intersection of Hazel Mill Road and the West Asheville Swannanoa Road.

2. That we recommend the enactment of an amendment of the City of Asheville Zoning Ordinance, being Ordinance 322, to provide for a Commercial District as per the draft hereto attached. The sections of the City to be so re-zoned as Commercial District are those agreed upon at the meeting of March 3rd, 1950, as follows:

Both sides of Haywood Road from the Western edge of the Industrial District at the Western end of the present high bridge over the French Broad River to the filling station properties at the corner of Haywood, Beverly & Ridgelawn Roads; the North side of Haywood Road from Gill Street to the Western City limit line which is now neighborhood trading area; both sides of McDowell Street from the intersection of Choctaw Street Northwardly to Southside Avenue; both sides of Southside Avenue from the present Industrial Zone at Depot Street to Buxton Street; all of Buxton Hill South of Hilliard Avenue, East of Coxe Avenue, West of Biltmore Avenue; the rectangle contained between the rear lot lines of lots abutting on Orange Street, Woodfin Street, Merrimon Avenue and Charlotte Street; both sides of Poplar Street from the intersection of Valley Street to the Beaucatcher Tunnel; the rectangle East of Flint Street, North of Hiawassee Street to the Rear of Lot lines of lots abutting on Starnes Avenue and Eastwardly to Broadway; Broadway from its intersection with Merrimon Avenue on both sides to the City limit line; those sections on the North and South sides of the Eastern approach to the West Asheville bridge as set forth in detail in our recommendation with reference to the Zoning of the West Asheville bridge approaches.

Yours very truly,

Anthony Redmond
Secretary, City of Asheville
Planning and Zoning Commission

Councilman Eller moved that this matter be referred to the City Manager and Corporation Counsel to draft suitable amendments to carry out said recommendations, which motion was seconded by Councilman Adams and unanimously adopted.

PETITION - OPPOSING ESTABLISHMENT OF COMMERCIAL DISTRICT ON SOUTH LIBERTY, ELM STREET AND LIBERTY PLACE

A petition was presented requesting that the recommendation of the Planning and Zoning Commission re property on South Liberty, Elm Street and Liberty Place should not be approved.

Councilman Adams moved that this petition be referred to the Planning and Zoning Commission for consideration, which motion was seconded by Councilman Mulvaney and unanimously adopted.

ORDINANCE #338 - BUDGET FOR YEAR 1950-51

Councilman Abernethy introduced Ordinance No. 338, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1950-51", which was, upon motion of Councilman Abernethy, seconded by Councilman Adams, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" Councilman Eller voted "aye"
Mayor Morgan voted "aye"

City Manager Weldon Weir stated that he had received a letter from L. Dale Thrash, Tenth Division Highway Commissioner, expressing a desire to cooperate with city officials and civic groups in developing plans for dedicating the new West Asheville bridge, and landscaping and naming the approaches to said bridge.

Councilman Mulvaney suggested that Mr. Thrash and all civic groups interested be invited to attend the next regular meeting of the Council on Thursday, July 27th, and express their ideas on this subject.

City Manager Weldon Weir presented a proposal from Dr. Charles S. Norburn to develop a municipal parking lot on property owned by Dr. Norburn.

The Council requested the City Manager to make an investigation of this proposal and report back to the Council.

The Reverend C. A. Eddington, spokesman for the Asheville and Buncombe County Citizens Group, requested the Council to make provision for more satisfactory golf facilities for negroes.

At the suggestion of the City Manager this request was referred to the Municipal Golf Course Committee composed of George Craig, Read Wilson and Earl Milligan for investigation.

W. F. Harty asked the Council to investigate the lack of proper eating facilities for negroes at Union Bus Station.

This request was referred to the City Manager for investigation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 27, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 27, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, Walter I. Abernethy, James P. Adams, F. M. Mulvaney, C. Fred Brown, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition signed by property owners and residents of Edgewood Road between Merrimon and Barnard Avenues was presented to the Council requesting that consideration be given to the construction of a sidewalk and to resurfacing and widening of this street.

Councilman Abernethy moved that this petition be referred to the City Manager for investigation and report, which motion was seconded by Councilman Eller and unanimously adopted.

Ordinance #338, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1950-51" was, upon motion of Councilman Abernethy, seconded by Councilman Adams unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilam Eller voted "aye"
Councilman Peterson voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Brown introduced a resolution appointing member of Asheville-Biltmore College, Incorporated, which was, upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 21.

Councilman Mulvaney introduced resolution appointing members and alternate members to Board of Adjustment under Ordinance #322, which was upon motion of Councilman Mulvaney, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of Resolution will be found in Resolution Book #3 page 22.

Mr. George Pennell, representing Police Local 1016, Local 865 of the Fire Fighters Association, Local 1027 of the Municipal Employees Association, and Central Labor Union, appeared before the Council to request a wage increase for these city employees, and to protest the action of the City Manager in requiring the Fire Chief and Police Chief to be present at a conference concerning this matter.

Also speaking in this behalf was Mr. James F. Barrett, President of Central Labor Union.

City Manager Weldon Weir invited the same group that was present in his office, together with Mr. Pennell and Mr. Barrett, to confer with him at any time at their convenience.

Mr. L. Dale Thrash, Tenth District Commissioner of the State of North Carolina Highway and Public Works Commission, told the Council that the new bridge would probably be opened for traffic about the middle of October, and that the dedication could be a significant event if it served as an inspiration for making Asheville an unusually beautiful town.

Mrs. Lillian Chambers, president of the Asheville Garden Club Council stated that the Council had adopted beautification of approaches to the structure as a major project.

A number of suggestions for naming the bridge were presented. These suggestions were turned over to Mr. Thrash since the State Highway and Public Works Commission will have the final word on selection of a name.

A committee composed of Mayor C. E. Morgan, Highway Commissioner L. Dale Thrash, Chairman Zeke Candler of the Board of County Commissioners, President Eugene C. Ochsenreiter of the Chamber of Commerce, and Mrs. Lillian Chambers, president of the Asheville Garden Club Council, was appointed to arrange dedication ceremonies for the new bridge.

Traffic problems in Asheville and improved lighting for the Beaucatcher Tunnel were discussed.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, August 3, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 3, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, Earl W. Eller, James P. Adams, M. C. Peterson, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

PETITION - NORTH GRIFFING DRIVE - CHANGE TO GRIFFING BOULEVARD

A petition from residents of North Griffing Drive was received requesting that the name of this street be changed to Griffing Boulevard.

Councilman Eller moved that this matter be referred to the City Manager for attention, which motion was seconded by Councilman Adams and unanimously adopted.

CLAIM - ETTA LYNCH

A claim was presented on behalf of Etta Lynch for damages to property in the amount of $2,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

ETTA LYNCH,
Plaintiff
-vs-
CITY OF ASHEVILLE, a Municipal Corporation,
Defendant

NOTICE AND CLAIM FOR PROPERTY DAMAGES

TO THE HONORABLE MAYOR, CITY MANAGER, and MEMBERS OF THE CITY COUNCIL:

The plaintiff above named, respectfully showeth:

1.

That the plaintiff is a citizen and resident of the County of Buncombe, State of North Carolina.

2.

That at the times hereinafter she was and is now the owner and in possession of the following described lot or parcel of land, lying and being in Ward 4, City of Asheville, Buncombe County, North Carolina, more particularly described as follows:

FIRST TRACT: Being the same land described in a deed from J. M. Dockens, and wife, Nannie Dockens to Anna C. Brooks and Charles C. Scott, dated August 13, 1917, and registered in the office of the Register of Deeds for Buncombe County, N. C., in Deed Book 216, Page 291.

SECOND TRACT: Being the same land described in a deed from J. M. Dockens and wife, Nannie Dockens to Anna C. Brooks and Charles C. Scott, dated April 20, 1921, and recorded in the office of the Register of Deeds for

Buncombe County, N. C., in Deed Book 248, Page 163. Reference is hereby made to the aforesaid deeds for description by metes and bounds.

3.

That the plaintiff's real estate, together with a ten (10) room frame house is situated and fronting on the Eastern margin of Warlick Street, which said Warlick Street has been lawfully dedicated as a public street by the City of Asheville and was such at all the times herein mentioned.

4.

That the City of Asheville has been grossly negligent in and about the premises of the plaintiff to such an extent that said premises have become dangerous, by reason of the City of Asheville, its servants and employees in failing and neglecting to properly provide an outlet for the water, mud, dirt and other debris, and in failing to install proper drainage to prevent the overflow of water during the times of heavy rains, resulting in same flowing into the house of the plaintiff and in addition to undermining the foundation and washing away her real estate, causing said lot and the house upon same to become unsafe and greatly inconveniencing plaintiff in her use and enjoyment of said premises and materially interferring with the ingress and egress of plaintiff, her tenants and others having business on said premises to and from same, and rendering access to said premises from Warlick Street both difficult and dangerous.

5.

That the City of Asheville, in the grading and maintenance of said street in the manner aforesaid, has negligently failed to provide adequate ditches, and drain pipes to carry the heavy overflow of water, mud, dirt and debris by plaintiff's said property, but to the contrary has attempted to install drain pipes directly opposite of plaintiff's property across said street and causing said water, mud, dirt and debris to be discharged near the foundation of plaintiff's said house, resulting in great damage to her property in at least the sum of Two Thousand ($2,000.00) Dollars, as nearly as she can ascertain.

WHEREFORE, the plaintiff makes demand and files Notice of Claim for damages sustained as a result of the negligence of said City of Asheville in the sum of Two Thousand ($2,000.00) Dollars.

Geo. F. Meadows
Attorney for Plaintiff

State of North Carolina,
County of Buncombe.

Etta Lynch, being duly sworn, deposes and says:

That she is the plaintiff above named; that she has read the foregoing Notice and Claim for damages to her property and knows the contents thereof; that the same is true of her own knowledge except as to those matters and things therein stated upon information and belief, and as to those matters she believes it to be true.

Etta Lynch
Affiant

Sworn and subscribed to before
me this 3rd day of August, 1950.

Roberta Smith
Notary Public

My commission expires:
March 2, 1951
(SEAL)

Councilman Mulvaney moved that this claim be referred to the City Manager and Corporation Counsel for investigation, which motion was seconded by Councilman Eller and unanimously adopted.

Ordinance #338, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1950-51" was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 338

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1950-51

WHEREAS, on the 29th day of June, 1950 the City Council of the City of Asheville adopted an operating budget in the amount of $2,286,563.00 with a debt service of $734,951.00, making a total appropriations of $3,021,514.00;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated herein appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1950 and ending June 30, 1951, inclusive:

(a)	General Government	$205,733.40	
(b)	Law	13,303.00	
(c)	Finance	26,534.00	
(d)	Public Welfare	119,958.50	
(e)	Public Safety	643,222.10	
(f)	Libraries	69,104.65	
(h)	Public Works	595,786.10	
(i)	Parks and Playgrounds	107,321.25	
	Total General Operating		$1,780,963.00
(j)	Water Department Operating		505,600.00
	Total		$2,286,563.00

Debt Service

Principal and Interest

General Refunding Bonds	504,951.00	
Water Refunding Bonds	230,000.00	
Total Debt Service		734,951.00
Total Appropriations		$3,021,514.00

Section 2. That a tax rate of $1.53 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.7796 per $100.00 valuation for operating expenses, and .7504 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1950-51, as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

I move the adoption of the foregoing ordinance, this 20 day of July, 1950.

W. I. Abernethy
COUNCILMAN

SECONDED BY: James P. Adams
COUNCILMAN

Read, approved and adopted, this 3 day of August, 1950, to become effective 18 day of August, 1950.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

[illegible]

A resolution relating to plan for relieving traffic congestion in City of Asheville was introduced by Councilman Peterson, and was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 23.

[illegible]

City Manager Weldon Weir stated that he had met with the same committee from the Police and Fire Departments and found them most cooperative, and that no further request will be made at this time for wage increases, but that the committee would like to review the budget situation in January.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 10, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 10, 1950 at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen James P. Adams, M. C. Peterson, Walter I. Abernethy, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Eller introduced resolution appointing member of Asheville-Biltmore College, Incorporated, which was upon motion of Councilman Eller, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 24.

[illegible]

City Manager Weldon Weir presented an application by Charles Massey to operate a pool room at 118 Patton Avenue, and stated that all provisions of the city ordinance had been complied with.

Mr. Fred Sale and Mr. Theodore Sumner spoke briefly in behalf of said applicant, Mr. Sumner stating that the lease would contain a clause which would permit its termination if the establishment proved objectionable in any way.

Councilman Abernethy opposed granting the request due to the proximity of the building to the YWCA.

Councilman Adams moved that the application be granted with the provision that said permit be revoked if the patrons annoyed the girls from the YWCA in any way, or otherwise proved objectionable. This motion was seconded by Councilman Peterson. The motion was adopted with an opposing vote cast by Councilman Abernethy.

Dr. Robert M. Hendrick, president of the Asheville and Buncombe County Citizens Organization, and Charles W. Collette, chairman of the Golf Committee of said Organization, appeared before the Council and stated that they had received no official notification of the decision of the Municipal Golf Course Committee regarding the use of the municipal golf course by negroes.

City Manager Weldon Weir stated that the Committee had recommended that the golf course be opened for negroes on Monday of each week, and that said information had been conveyed to Mr. Ballard, the pro at the golf course, and notice was posted on the bulletin board at the golf course.

Dr. Hendrick also requested that notice be taken of the fact that his Organization instituted this request, and further renewed his request that his group be permitted to hold a tournament.

Mr. Weir stated that the Committee had declined to authorize the use of the course for a tournament, but that he would discuss the matter further with Mr. George Craig, chairman.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 17, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 17, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, C. Fred Brown, Walter I. Abernethy, M. C. Peterson, James P. Adams, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was presented from the Planning and Zoning Commission revising its recommendation with reference to a Commercial District.

August 9th, 1950

Mr. Weldon Weir, City Manager,
Asheville, N. C.

Dear Mr. Weir:

At the regular monthly meeting of the City of Asheville Planning and Zoning Commission held in the City Council Chamber on August 4, 1950, consideration was given to the petition filed with City Council by residents of South Liberty, Elm Streets and vicinity. At this meeting a representative of these residents was heard in behalf of the petition. Following a discussion of this matter the Commission unanimously passed the following recommendation, which we hope you will pass on to the City Council at its next meeting:

"That we revise our recommendation with reference to a Commercial District (presented to the Mayor and City Council by letter of July 20th, 1950) particularly with reference to the rectangle contained between the rear lot lines of lots abutting on Orange Street, Woodfin Street, Merrimon Avenue and Charlotte Street, so as to leave all of the property now zoned as Business District between the East margin of Broadway-Merrimon Avenue, North of Woodfin Street, and the Rear of lots abutting on the East side of South Liberty Street 'Business District'; and that the present Business District from said Rear of lots abutting on the East side of South Liberty Street to Charlotte Street be rezoned "Commercial District'".

Respectfully yours,

S/ Anthony Redmond
Anthony Redmond, Secretary
City of Asheville Planning and
Zoning Commission

Councilman Adams moved that the recommendation of the Planning and Zoning Commission be accepted, and that the matter be referred to the Corporation Counsel for preparation of proper ordinance and notice of hearing on said proposed amendment, which motion was seconded by Councilman Abernethy and unanimously adopted.

A discussion was had concerning the Policemen's Ball to be held Saturday night in the City Auditorium. It was suggested that the City withhold the use of its facilities, such as the auditorium, from fund-raising projects that are not approved by the Review Board of the Committee on Public Solicitation. The City Manager was requested to make an investigation of this matter and report to the Council.

The Council went on record as opposing the manner in which solicitation is being conducted for this Ball.

The matter of temporary structures within the city was discussed, and the City Manager advised that this matter was now under consideration by the Building Inspector, Corporation Counsel and Health Department for an amendment to the Building Code.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
Mayor

Margaret Simmons
CITY CLERK

Thursday, August 24, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 24, [illegible] with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, M. C. Peterson, C. Fred Brown, F. M. Mulvaney, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Petitions signed by some 75 persons were presented to the Council requesting the [illegible] erection of a tent on State Street or any other residential street in West Asheville for [illegible] services.

Councilman Adams moved that this matter be referred to the City Manager, Director of Public Safety and City Health Officer, which motion was seconded by Councilman Brown and unanimously carried.

The matter of solicitations was further discussed by the Council.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 31, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 31, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, James P. Adams, F. M. Mulvaney, M. C. Peterson, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible] ASSISTANT
[illegible] CLERK

City Manager Weldon Weir presented to the City Council Mr. Harold C. Enloe, the new Chief of Police, and Mr. A. R. Sluder, the new Assistant Chief of Police.

Mayor Morgan welcomed Chief Enloe and Assistant Chief Sluder, and promised them the support of the city administration in carrying out their duties.

Chief Enloe thanked the Council for their expression of confidence.

ZOO

Mr. W. T. Duckworth, Jr., President of the Junior Chamber of Commerce, presented a request from the Board of Directors of this body that the reactivation of the zoo be seriously considered by the city, the zoo to consist of animals typical of western North Carolina with the exception of monkeys. Mr. Duckworth stated that if the zoo were reactivated the Jaycees would endeavor to procure the animals without cost to the city, and would contact local hotels and restaurants to secure food for the animals. He further suggested that a nominal admission charge for adults be made.

Councilman Mulvaney moved that this matter be referred to the City Manager for investigation and report, which motion was seconded by Councilman Brown and unanimously adopted.

TENT MEETINGS

Mr. J. A. Adams spoke briefly on the matter of tent meetings, and suggested that this matter be discussed with the Ministerial Association.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 7, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 7, 1950 at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells and Vice-Mayor C. Fred Brown.

DEPUTY CITY CLERK

Councilman W. I. Abernathy made a motion that Lillian Ducker be appointed Deputy City Clerk to act during absence or disability of the City Clerk, which motion was seconded by Councilman Eller and unanimously adopted.

The minutes of the previous meeting were read and approved.

Councilman Adams presented a resolution authorizing City Manager Weldon Weir to advertise for bids for pulpwood on certain city property, which was, upon motion of Councilman Adams, seconded by Councilman Abernathy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 25.

LEASE - GENERAL OUTDOOR ADVERTISING COMPANY

Councilman Mulvaney introduced a resolution authorizing the Mayor to execute a lease with General Outdoor Advertising Company to place certain sign board on certain lot designated in said lease, which was, upon motion of Councilman Mulvaney, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 26.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, entered into this the 1st day of September, 1950 by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part, for and in consideration of the sum of $15.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as Lot 106, Sheet 4, Ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purposes, this lease shall then be void.

It is further agreed between the parties hereto that that for the panel signboard the lessee, party of the second part, shall pay to the party of the first part the sum of $15.00 per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

ATTEST:

Lillian Ducker
DEPUTY CITY CLERK

CITY OF ASHEVILLE
By C. Fred Brown
VICE-MAYOR

GENERAL OUTDOOR ADVERTISING CO.

By_____

City Manager Weldon Weir advised the Council that the West Asheville Bridge Committee previously formed would hold a meeting in the Council Chamber on Friday, September 8, 1950 at 2:00 o'clock P.M. for the purpose of discussing the dedication of the new West Asheville Bridge. He stated that other interested citizens would attend and extended an invitation to the Council to be present. Councilman Mulvaney requested City Manager Weldon Weir to represent the City at this meeting.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
MAYOR

Lillian Ducker
DEPUTY CITY CLERK

Thursday, September 14, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 14, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, W. I. Abernethy, F. M. Mulvaney, Earl W. Eller, M. C. Peterson, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

ASHEVILLE CITY SCHOOLS

A communication was presented from J. W. Byers, Superintendent of the Asheville City Schools asking that the City relocate a portion of the eastern end of Gudger Street, that the City deed to the Asheville City Schools that portion of Gudger Street lying between the proposed street and Montford Avenue, and that the City grade and take over for maintenance the proposed alley which crosses the Harold Williams property which serves as an outlet into Gudger Street.

September 14, 1950

City Council and
Mr. Weldon Weir, City Manager
Asheville, North Carolina

Dear Mr. Weir:

At a meeting of the Asheville School Board on September 11, the following were unanimously passed in proper order:

1. That the City of Asheville be requested to relocate a portion of the eastern end of Gudger Street as shown on Map D-330.

2. That the City of Asheville be requested to deed to the Asheville City Schools that portion of Gudger Street lying between the proposed street and Montford Avenue.

3. That the City of Asheville be requested to grade and take over for maintenance the proposed alley which crosses the Harold Williams property and serves as an outlet into Gudger Street for approximately twenty families. The School Board now has an option on the area marked on Map D-330 as proposed alley and proposed street. Upon satisfying the terms of this option, the area indicated as proposed street and proposed alley will be deeded to the City of Asheville.

Your early consideration of this request will be greatly appreciated.

Very truly yours,

J. W. Byers, Superintendent
Asheville City Schools

Councilman Eller moved that the request of the Asheville School Board be accepted, and that the matter be referred to the City Manager and Corporation Counsel, which motion was seconded by Councilman Adams and unanimously adopted.

WEST ASHEVILLE BRIDGE
COMMITTEE MEETING REPORT

City Manager Weldon Weir gave a report on the meeting of the West Asheville Bridge Committee and stated that Frank Brant, Landscape Engineer for the Highway Commission, would work with the Committee in the landscaping of the approaches to the bridge. A meeting is set for September 15, 1950 at 2:00 o'clock P. M. in the Council Chamber.

Councilman Abernethy presented a resolution accepting Murray Hill School property from Asheville School Board and Buncombe County Board of Education under lease agreement, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 27.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS INDENTURE, Made this 11 day of Sept., 1950, by and between the Asheville School Board and the Board of Education of Buncombe County, parties of the first part, and the City of Asheville, party of the second part,

WITNESSETH:

That for and in consideration of the sum of One Dollar, to them in hand paid, the said parties of the first part do hereby lease unto the said party of the second part for a term of fifty (50) years, that property in the City of Asheville, known as the Murray Hill School property, upon the following terms and conditions:

1. That the said property be used in the public interest in connection with the City of Asheville's City Parks and Recreation Department.

2. That the lease shall be in effect for a period of fifty years from and after its acceptance by the City of Asheville; Provided, however, that during said fifty-year period the Asheville School Board should determine this property is necessary or useful for school purposes, then, in that event, the Asheville School Board may terminate said lease by giving the City of Asheville six months' notice of its intention so to do.

IN WITNESS WHEREOF, the Asheville School Board has caused this instrument to be executed by its duly authorized officers, and the Board of Education of Buncombe County has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST:

J. W. Byers
Secretary

ASHEVILLE SCHOOL BOARD

By H. E. Johnson
Chairman

ATTEST:

C. C. Robinson
Secretary

BOARD OF EDUCATION OF BUNCOMBE COUNTY

By P. F. Morgan
Chairman

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of said State and County, certify that J. W. Byers personally came before me this day and acknowledged that he is Secretary of the Asheville School Board, and that, by authority duly given and as the act of said Asheville School Board, the foregoing instrument was signed in its name by its Chairman, and attested himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 11 day of Sept., 1950.

My commission expires:
Feb. 3, 1951

S. M. Connor
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of said State and County, certify that T. C. Robinson personally came before me this day and acknowledged that he is Secretary of the Board of Education of Buncombe County, and that, by authority duly given and as the act of said Board of Education of Buncombe County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 11 day of Sept., 1950.

My commission expires:
Feb. 3, 1951

S. M. Connor
Notary Public

Councilman Abernethy presented a resolution accepting Asheland Avenue School property from Asheville School Board and Buncombe County Board of Education under lease agreement, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 28.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS INDENTURE, Made this 11 day of Sept., 1950, by and between the Asheville School Board and the Board of Education of Buncombe County, parties of the first part, and the City of Asheville, party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar, to them in hand paid, the said parties of the first part do hereby lease unto the said party of the second part for a term of fifty (50) years, that property in the City of Asheville, known as the Asheland Avenue School property, upon the following terms and conditions:

1. That said property be used in the public interest in connection with the City of Asheville's City Parks and Recreation Department.

2. That the City of Asheville tear down the old brick building on said property, the Asheville School Board retaining the right to use, for school purposes, any of the material in said building.

3. That the Asheville School Board reserve the right to operate the Veteran's Training Program on the lower level of said property as long as such program is needed; that at the termination of said program, the City of Asheville have the use of the entire property.

4. That the lease shall be in effect for a period of fifty years from and after its acceptance by the City of Asheville; Provided, however, that during said fifty-year period the Asheville School Board should determine this property is necessary or useful for school purposes, then, in that event, the Asheville School Board may terminate said lease by giving the City of Asheville six months' notice of its intention so to do.

IN WITNESS WHEREOF, the Asheville School Board has caused this instrument to be executed by its duly authorized officers, and the Board of Education of Buncombe County has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST:

J. W. Byers
Secretary

ASHEVILLE SCHOOL BOARD

By H. E. Johnson
Chairman

ATTEST:

T. C. Robinson
Secretary

BOARD OF EDUCATION OF BUNCOMBE COUNTY

By B. E. Morgan
Chairman

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of said State and County, certify that J. W. Byers personally came before me this day and acknowledged that he is Secretary of the Asheville School Board, and that, by authority duly given and as the act of said Asheville School Board, the foregoing instrument was signed in its name by its Chairman, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 11 day of Sept., 1950.

My commission expires:
Feb. 3, 1951.

S. M. Connor
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of said State and County, certify that T. C. Robinson personally came before me this day and acknowledged that he is Secretary of the Board of Education of Buncombe County, and that, by authority duly given and as the act of said Board of Education of Buncombe County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this 11 day of Sept., 1950.

My commission expires:
Feb. 3, 1951.

S. M. Connor
Notary Public

Mr. David J. Wilkinson, manager of the Asheville office of the Carolina Motor Club presented a special citation from the American Automobile Association to the Mayor for the City of Asheville for excellence of pedestrian record and no pedestrian deaths for the year 1949.

There being no further business, the meeting was upon motion adjourned.

DEPUTY CITY CLERK

Thursday, September 21, 1950 - [illegible] P. M.

The City Council met in regular session Thursday, September 21, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, M. C. Peterson, C. Fred Brown, W. I. Abernethy, Jack W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible] MEZZANINE [illegible]

Councilman Brown introduced a resolution authorizing Mayor to execute lease by and between the City of Asheville and the United States of America, which was, upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 29.

LEASE
Between
CITY OF ASHEVILLE
and
The United States of America

1. THIS LEASE, made and entered into this 19th day of September, in the year one thousand nine hundred and fifty by and between CITY OF ASHEVILLE whose address is City Hall, Asheville, North Carolina for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, to wit:

1172 square feet on the mezzanine floor of the City Building, Asheville, North Carolina, this space including one locked storage closet

to be used exclusively for the following purposes (see Instruction No. 3):

Office and headquarters of District Supervisor

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning October 1, 1950 and ending with June 30, 1951.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of $48.83 per month and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty days before this lease or any renewal thereof would otherwise expire: Provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1953.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Adequate artificial lighting, including outlets, to supply current for mechanical equipment and desk lamps; as necessary light bulbs, adequate heat; light, water; janitor service; and adequate toilet facilities for men and women.

7. The Government shall pay the Lessor for the premises rent at the following rate:

Forty-eight dollars and eighty-three cents ($48.83) per month

Payment shall be made at the end of each month.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable wear and tear and damages by the elements or by circumstances over which the Government has no control excepted; Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government [illegible] days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Lessee and Lessee's agents or employees. For the purpose of so maintaining the premises the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The Lessor, in performing the services required by this lease, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Lessor shall include in all sub-contracts a provision imposing a like obligation on sub-contractors.

13. Provided this lease may be cancelled by either party by giving thirty days notice in writing.

14. Paragraphs 12 and 13 were inserted and paragraph 8 was deleted prior to the signing of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

_____

_____
(Address)

CITY OF ASHEVILLE

_____
Mayor Lessor

UNITED STATES OF AMERICA,

By_____

_____
(Official title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Margaret Simmons, certify that I am the City Clerk Secretary of the corporation named as Lessor in the attached lease; that J. V. Morgan, who signed said lease on behalf of the Lessor, was then Mayor of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Margaret Simmons (Corporate Seal)

Councilman Peterson introduced resolution authorizing Mayor to execute lease with Charles S. Norburn of certain property for operating off street parking facilities by the city, which was upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 30.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

LEASE

THIS LEASE made this the 1st day of October, A. D., 1950, by and between CHARLES S. NORBURN and his wife, HELEN J. NORBURN, of the County of Buncombe, State of North Carolina, parties of the first part, hereinafter called the "landlords"; and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, party of the second part, hereinafter called the "tenant",

WITNESSETH:

1. That the landlords hereby lease to the tenant, and the tenant hereby hires and takes from the landlords for the purpose of operating a public parking lot and conducting thereon operations auxiliary to the operation of a public parking lot, and for the consideration and upon the terms and conditions hereinafter mentioned, the following described real estate in the City of Asheville, Buncombe County, namely:

BEGINNING at a stake on the north margin of Haywood Street at the southwest corner of the Catholic Church lot, and the southeast corner of Lot 1 of the plat hereinafter referred to; and runs thence with the west line of the Catholic Church property north 12 deg. 23' west, 214.06 feet to a stake at the northwest corner of said Catholic Church property, in the south line of the Lee property; thence with the south line of the Lee property, south 75 deg. 47' west, 44.3 feet to a stake at the southwest corner of said Lee property; thence with the west line of said Lee property, north 32 deg. 11' west, 43.6 feet to a stake; thence south 77 deg. 52' west, 3.54 feet to a stake at the northwest corner of lot No. 1 of the plat first above referred to; thence with the west line of said Lot No. 1, south 12 deg. 23' east 119.83 feet to a stake at the northwest corner of Lot No. 2 of said plat; thence with the north line of said Lot No. 2 and the south margin of an alley, south 74 deg. 13' west, 15.15 feet to a stake; thence parallel with the west line of the Catholic Church property, south 12 deg. 23' east, 127.96 feet to a stake on the north margin of Haywood Street; thence with said margin of said street in a northeast direction, 78.13 feet to the BEGINNING; being Lot No. 1, and the eastern portion of Lot No. 2 of a plat of the property of Altamont Company, as recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 5, at page 111, being the land described in a deed of convevance dated the 21st day of September, 1939, from Wachovia Bank and Trust Company to Charles S. Norburn, recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Book No. 518 at page 544.

Being Lots 10 and 11, as shown on the Plat of the property of the Altamont Company, and H. H. Briggs, made by Brown & Gibbs, Engineers and Surveyors, on the 28th day of July, A. D., 1924, and recorded in the office of the Register of Deeds of Buncombe County, North Carolina, in Book of Plats No. 5, at page

111, and being the two lots described as the Second Tract in a Deed from the Altamont Company to H. H. Briggs, dated December 3, 1924, as recorded in Book 294 at page 100, of the Record of Deeds of Buncombe County, North Carolina, the aforesaid lots fronting 57.12 feet on the east side of Cumberland Avenue, reference to the aforesaid plat and deed being hereby taken for the purpose of incorporating the full description of said lots in this deed, being the same described in a deed of conveyance dated the 4th day of November, 1941 from Wallace Wright, Administrator, et al, to Charles S. Norburn, recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Deed Book No. 540 at page 380.

Lots Nos. 12, 13 and 14 of a plat of the property of the Altamont Realty Company, Engineers and Surveyors, recorded in Plat Book No. 5 at page 111; also being the same lands described in two certain deeds from L. [illegible] Gary recorded in Deed Book No. 343, page 565, and Deed Book 289, page 120, records of Buncombe County, North Carolina; and also being described in two deeds of conveyance as follows: namely, from Officer Aspinall, Administrator, etc. of the estate of Mary A. Erwin, deceased, to Charles S. Norburn, dated April 19, 1941 and recorded in the office of the Register of Deeds of Buncombe County, State of North Carolina, in Deed Book 536 at page 93, and a deed of conveyance from Nan T. Erwin, Madge N. Erwin, and Parrish N. Erwin, to Charles S. Norburn dated the 26th day of March, 1941, and recorded in the office of the Register of Deeds of Buncombe County, State of North Carolina, in Deed Book 536 at page 267, reference to all of which deeds of conveyance is hereby made for a more full and perfect description of said lots of land.

2. That the term of said lease shall begin on the 1st day of October, A. D., 1950, and shall extend for a period of twenty-five (25) years, expiring on the 30th day of September, A. D., 1975, unless terminated at an earlier date as hereinafter provided.

3. The tenant agrees to pay as rental for the leased premises forty percent (40%) of all gross receipts which the tenant may receive from the said real estate, or from any operation conducted thereon, whether conducted by the tenant or as rental, license or other proceeds received by the tenant from any concession which may be operated thereon. Payment to be made of such rental by the tenant on or before the 10th day of each month for forty percent (40%) of gross receipts taken in by or paid to the tenant during the preceding calendar month.

4. The tenant further covenants and agrees as follows: (a) That it will at its own expense demolish all buildings and structures which may be on said premises, and make all necessary improvements thereon, the said tenant to have the lumber and other material which may result from any such demolition. (b) That it will improve all of the property hereby leased. (c) That it will build an attractive waiting room thereon, with comfort facilities, the said plans and specifications for said waiting room to be satisfactory to the landlords. (d) That it will keep all buildings or improvements erected on said leased premises in reasonable repair, ordinary wear and tear excepted, and that all buildings, structures and improvements made or erected thereon shall become the property of the landlords. (e) That it will provide and keep necessary and suitable attendant or attendants to operate the said premises in a proper and business-like manner, and keep the proper records of all receipts from said premises, and that it will charge for parking the prevailing prices for parking in lots substantially similarly located as the premises hereby leased. (f) That the landlords shall have the right to inspect any records of the tenant relating to the operation or use of said premises and any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper. (g) That it will pay all utilities and expenses in connection with the use and operation of said premises during this lease.

5. It is further contracted and agreed between the parties hereto:

(a) That ARTHUR YORK, his executors and administrators, shall receive from the landlords five percent (5%) commission on all receipts paid to the landlords during the life of this lease, and shall assist the said landlords in any way that may be necessary to assure the collection of any rentals which may be due hereunder.

(b) That if at any time after one year from the date of this lease and during the life of this lease forty percent (40%) of the gross receipts from the use and occupation of said premises for any two consecutive years (a year being defined as a period of 12 months from October 1st to September 30th) shall fail to amount to an average of $_____ per month, in excess of Ad Valorem Taxes for both of said two consecutive years, then and in that event the landlords, their heirs and assigns, shall have the right to terminate this lease after giving sixty (60) days notice in writing to the tenant of their intention so to do, provided that notice is given within sixty (60) days from the date said receipts fail to amount to the average above referred to.

(c) That at any time the said landlords, their heirs and assigns, shall have the additional right, in their discretion in the event they can show a bona fide arrangement to build a substantial structure on said premises, to terminate this lease upon paying to the tenant the proportion of any moneys spent by the tenant in improving the said premises which the unexpired portion of said lease bears to the total term of said lease; and as an illustration of the meaning of this paragraph, if the landlords, their heirs and assigns, at the expiration of ten (10) years from the date of this lease shall desire to terminate said lease, they shall have the right to do so upon payment to the tenant of three-fifths (3/5's) of the sum expended by the tenant for the improvement of said premises.

6. It is further contracted and agreed that the tenant shall not assign this lease or any portion thereof, or sublet the premises hereby leased or any portion thereof, without the written consent of the landlords, their heirs and assigns, except to grant concessions for the conduct of operations which may be auxiliary to the use of the premises for a public parking lot, and which operations shall be conducted in buildings erected by the tenant.

7. It is further contracted and agreed that if the tenant shall at any time fail to pay the said rental within thirty (30) days after the same shall become due as hereinbefore provided, or shall fail to keep and perform promptly any of the covenants or agreements which are herein mentioned to be kept or performed by the said tenant, then, and in either of the events hereinbefore specified, the said landlords, their heirs and assigns, may at their option declare this lease cancelled and terminated, after giving to the tenant ten (10) days notice of an intention so to do; thereupon, the said landlords, their heirs and assigns, may take possession of the premises hereby leased without any legal process, and the tenant agrees to surrender the said premises to the landlords, their heirs and assigns, immediately.

8. The landlords do hereby covenant and agree with the tenant that subject to the terms and conditions hereinbefore set forth, the tenant shall have and enjoy said premises during the term herein provided free from the adverse claims of any and all other persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the party of the second part has hereto caused this instrument to be executed in its name by its Mayor, and attested by its Clerk, and the corporate seal attached, under and by virtue of authority duly granted by resolution adopted by the Council of the City of Asheville. This contract and the resolution authorizing the same having been duly submitted to and approved as to Form by the Corporation Counsel, and all matters and things necessary to be proper for the said City of Asheville to execute this contract have been duly and properly done, this the day

and year first above written.

_____ (SEAL)

_____ (SEAL)
Parties of the First Part
(Landlords)

THE CITY OF ASHEVILLE, a Municipal corporation

By _____
Mayor

ATTEST:

_____
DEPUTY CITY CLERK

Parties of the Second Part
(Tenant)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, _____, a Notary Public of said State and County, do hereby certify that CHARLES S. NORBURN and wife, HELEN J. NORBURN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this ____ day of _____, 1950.

My commission expires:

_____
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

This the ____ day of _____, 1950, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, C. E. MORGAN, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:

_____
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

Each of the foregoing certificates, namely of _____, a Notary or Notaries Public of the State and County indicated, is adjudged to be correct. Let the instrument and the certificates be registered.

This ____ day of _____, 1950.

_____
Deputy Clerk Superior Court,
Buncombe County, N. C.

Filed for registration on the ____ day of _____, 19___, at _____ M.

_____
Register of Deeds

Councilman Abernethy introduced a resolution authorizing Mayor to enter into lease with Superior Stone Company, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 31.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 1950, by and between the CITY OF ASHEVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter called LESSOR, and SUPERIOR STONE COMPANY, a corporation organized and existing under the laws of the State of North Carolina, with its principal offices in Raleigh, N. C., hereinafter called LESSEE.

WITNESSETH:

That, subject to the terms and conditions hereinafter set forth, the Lessor, for and in consideration of the sum of Seventy-five ($75.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, and in consideration of the covenants and agreements hereinafter set forth, and particularly in consideration of the rents and/or royalties to be hereinafter paid, does hereby lease, let, demise and grant to the Lessee the exclusive right and privilege to search for, mine, dig, mill, quarry, process and remove by blasting or otherwise all rock, stone, gravel, sand, minerals, ores, clays and earths now in, under or upon a certain tract or parcel of land lying and being in the County of Buncombe, State of North Carolina, and more particularly described and bounded as follows:

Being that property described in a deed to City of Asheville from the French Broad Cemetery Company, dated March 4, 1927, duly recorded in the Buncombe County records in deed book 346 on page 267, containing 181.2 acres more or less, and being the same land as shown on a plat by Wythe M. Peyton dated 1925 and traced by City Engineer July 12, 1930, said tracing bearing number 3-582, a copy of which is attached hereto and made a part of this lease agreement, and reference is hereby made to said recorded deed for a more particular description of the property.

Together with the full and exclusive right, privilege and option of the Lessee to construct, operate and maintain quarrying, washing, crushing and other plants, machinery, dams, ponds, storing basins, power lines, pipe lines, telephone lines, roads, railway spur lines, etc., and/or other desirable facility reasonably necessary to facilitate the primary function of quarrying stone on said premises, and with the full right of the Lessee to remove any and/or all of said construction equipment or facilities from said premises during the continuance of this lease and within six months after any termination hereof.

Excepting and reserving to the Lessor the entire ownership and control of all lands herein described for all purposes except those hereinbefore expressly set forth.

The terms and conditions of this lease are as follows:

(1) Unless sooner terminated, as herein provided, this lease shall exist and continue for a term of twenty-five years from date hereof, with the privilege and right of the Lessee to extend the term of this lease for an additional period of twenty-five years provided the Lessee notifies in writing the said Lessor of its intention to extend said term, said notice to be given at least ninety days prior to the expiration of said twenty-five year term.

(2) It is expressly agreed between the parties hereto that the Lessee will at all times confine its actual quarrying operations to a tract of approximately _____ acres lying along the French Broad river, said tract being bounded on the North by said river, on the west by Maney, Evans, DeVell, Riverview Church, and others, on the south by said city tract, and on the east by Pearson Estate and others.

(3) It is expressly agreed between the parties hereto that the Lessee may cut and remove or cause to be cut and removed, or may sell, any standing timber or trees on the premises herein demised, and that the Lessee shall so conduct its operations hereunder as not to unnecessarily damage or destroy any timber or trees on said premises at anytime during the term of this lease; and it is understood by the Lessee that the Lessor intends to sell such timber on said premises as may be marked for saw timber and pulpwood logs within the first two years of the term of this lease, and Lessee agrees not to unreasonably interfere with said logging operations; and, in event it shall become necessary for Lessee to appreciably destroy or damage said trees marked for cutting, Lessee will first get approval from Lessor for any such extensive operation.

(4) It is further understood and agreed that Gray Corham, a duly authorized real estate broker, his executors and administrators, shall receive from the Lessor a commission of $250.00 per year for four years, providing said lease is in force for four years from January 1, 1951, and in event said lease is terminated prior to four years from said date said commission shall be paid only for those years from said date at the rate of $250.00 per year that said lease is in effect.

(5) (a) It is agreed between the parties that the above $75.00 in hand paid shall constitute an option payment for a period from date to January 1, 1951, during which period the Lessee shall have the right to conduct such tests as it deems necessary to determine the existence of and extent of stone deposits of rock, etc. as may exist in or under said premises. The Lessee to reimburse the Lessor for any damage to the right of way to said property as a result of Lessee's test work.

(b) It is further agreed that the Lessee may, at its option, terminate this lease at the expiration of the above-mentioned period, i.e., on January 1, 1951, or should it so desire, place this lease in effect for the full period of twenty-five (25) years, with the privilege of extending same for an additional period of twenty-five years, as hereinbefore set forth, by paying for its exclusive possession and use for the above-named purposes the following rentals and/or royalties as hereinafter set forth, to-wit:

1. The sum of $300.00 as a minimum rental or royalty for each year that this lease is in force. All minimum rentals or royalties paid shall be deductable from any earned royalties that may accrue. Payments for each year's minimum royalty is to be made within thirty (30) days following the expiration of each lease year.

2. The sum of two and one-half (2½¢) percent of the gross selling price at the plant, loaded on trucks or railway cars or other conveyances, of all quarried and/or crushed stone, sand, gravel, minerals, or clays, and that said Lessee shall have removed from said premises, excepting such "strippings" as may be sold or otherwise disposed of. It is expressly understood and agreed that should the Lessee have to sell said rock or crushed stone on a delivered price, then and in that event, the cost of transportation to point of delivery shall be deducted before royalties are determined. The payment for any materials sold under the terms of this paragraph is to be made within thirty (30) days from the end of the month in which said materials were sold.

(6) The Lessee agrees that it will on/or before the thirtieth (30th) day of each calendar month furnish the Lessor a report of such materials sold during the preceding month and covenants and agrees to afford the Lessor and/or its agents all reasonable opportunity to check the Lessee's operation conducted hereunder, by examining the operations and such records as may be reasonably necessary for said Lessor to determine the amount of such materials so removed.

(7) It is agreed by the parties hereto that if at any time the Lessee is in default of payment of any royalties due hereunder the Lessor may give to the Lessee notice of the amount of royalties due and their intention to terminate this lease. If such royalties then due are not paid within thirty (30) days from the date the Lessee received such notice, the Lessor may then declare this lease terminated, but, otherwise, this lease to remain in full force.

(8) The Lessee may terminate this lease at any time by giving the Lessor notice of such intention or by failing to pay any minimum royalty due under paragraph 5 (b) 2 hereof; however, it is agreed that this does not affect the Lessor's rights and interest in any earned royalties that may be due. Failure to pay said royalties shall not automatically cancel this lease, but if the Lessor shall notify the Lessee of its failure to pay said royalties and if said royalties are not paid within thirty (30) days from date such notice is received by the Lessee, this lease shall automatically be terminated. It is understood that this is a method which may be used by the Lessee in effecting a termination of this lease, should it desire to exercise its option to do so.

(9) The Lessor hereby expressly releases the Lessee from any and all damages that the above described premises and/or adjoining lands owned by Lessor jointly or severally may suffer by reason of quarrying, blasting, removing, washing or "stocking" said rock or stone on said premises during the operations of the Lessee hereunder, except that the Lessee agrees to repair and/or replace at its expense, or make just compensation for any actual damages to buildings or personal property of the Lessor located on the above described premises or on lands of the Lessor adjoining the lands herein leased when such damage is caused by blasting, quarrying, or other operations of the Lessee, and the Lessee further agrees to make just compensation for damage to any excessive number of merchantable trees thereon.

(10) The Lessor covenants that at the time of execution of this lease it is the owner of the above leased premises having the full right to lease the same for the term aforesaid, and will put the Lessee in actual possession of the premises at the beginning of the said term for the purposes set forth in this lease and subject to the reservations set forth in this lease.

(11) The Lessee shall have the right and privilege to assign and/or sublet said premises, in whole or in part, upon such terms and conditions as it may deem best but always subject to the terms hereof.

(12) It is distinctly understood and agreed that the Lessor shall not be liable in any respect, or in any manner, for any damages or negligent acts committed by the Lessee, its agents, servants, employees or assignees or by anyone acting for or in its behalf.

(13) It is agreed that the covenants and conditions of this lease shall be binding upon and inure to the parties hereto, and the use of the terms "Lessor" and "Lessee" in this document shall be construed to mean the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

_____ City Clerk

By _____ Mayor

ATTEST:

SUPERIOR STONE COMPANY

_____ Assistant Secretary

By _____ President

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

This the ____ day of _____, 1950 personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, C. E. Morgan, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation, by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said corporation.

My commission expires: _____ Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF _____.

I, a Notary Public of said State and County, certify that _____, personally came before me this day and acknowledged that he is Secretary of SUPERIOR STONE COMPANY, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by self as its Secretary.

Witness my hand and Notarial Seal, this the ____ day of _____, 1950.

My commission expires: _____ Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

Each of the foregoing certificates, namely of _____, a Notary or Notaries of the State and County designated, is adjudged to be correct. Let the instrument and the certificates be registered.

This ____ day of _____, 1950.

_____ Deputy Clerk Superior Court
Buncombe County, N. C.

Filed for registration on the ____ day of _____, 19___, at _____ M.

_____ Register of Deeds

[illegible]

Mayor Morgan urged the Council to attend a meeting of civic leaders of the city at 4:30 in Trinity Episcopal Church concerning the Community Chest drive.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 28, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 28, 1950 at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen James P. Adams, Earl W. Eller, F. M. Mulvaney, Walter I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

DOMESTIC RELATIONS COURT -
RESOLUTION PARTICIPATION
BY CITY AS OF JULY 1, 1945

Councilman Eller introduced resolution discontinuing participation of the City of Asheville in the Domestic Relations Court as of July 1, 1945, which was, upon motion of Councilman Eller, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 32.

JUDGE HUBERT C. JARVIS AND
ASSISTANT JUDGE M. A. JAMES -
RESOLUTIONS AUTHORIZED

Councilman Abernethy stated that the community has suffered a great loss in valuable work in civic, religious and public affairs in the deaths of Judge Hubert C. Jarvis and Assistant Judge M. A. James, and moved that the Corporation Counsel be instructed to prepare suitable resolutions, which motion was seconded by Councilman Mulvaney and unanimously adopted.

CIVIL SERVICE BOARD -
REPORT ON EXAMINATIONS

City Manager Weldon Weir stated that the Civil Service Commission has made a report of the examinations recently held for positions in the Police Department, and that the Commission has concurred with the appointments made for Police Chief and Assistant Police Chief and other promotions in the department have been approved.

WATER CONFERENCE

City Manager Weldon Weir advised that he has conferred with the County Commissioners concerning the over-all water problem, and that the Commissioners desire to hold a meeting on October 18th to apprise the districts of which they are trustees of this problem in order to secure their full cooperation, and have requested that the city officials and the Citizens Advisory Committee attend this meeting.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 5, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 5, 1950 at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen F. M. Mulvaney, M. C. Peterson, Walter I. Abernethy, Earl W. Eller, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

JUDGE HUBERT C. JARVIS -
RESOLUTION REGRETTING DEATH

Councilman Abernethy introduced resolution regretting death of Judge Hubert C. Jarvis, which was, upon motion of Councilman Abernethy, seconded by the entire Council, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 33.

JUDGE M. A. JAMES -
RESOLUTION REGRETTING DEATH

Councilman Abernethy introduced resolution regretting death of Judge M. A. James, which was, upon motion of Councilman Abernethy, seconded by the entire Council, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 34.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 12, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 12, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen M. C. Peterson, Earl W. Eller, F. M. Mulvaney, Walter I. Abernethy, C. Fred Brown, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

JAMES P. ASHE - CONTRACT
AUDIT

Councilman Eller introduced resolution authorizing agreement between James P. Ashe, Certified Public Accountant, and City of Asheville, which was, upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 35.

STANDARD FORM OF CONTRACT FOR AUDIT OF LOCAL GOVERNMENT UNITS

AGREEMENT, made this 11 day of October, 1950, in accordance with the requirements of the Public Laws of North Carolina, between JAMES E. ASHE, C.P.A. of Asheville, N. C., hereinafter known as the Party of the first part, and CITY COUNCIL of CITY OF ASHEVILLE, N. C., North Carolina, hereinafter known as the Party of the Second Part.

1. IT IS AGREED that the Party of the First Part shall conduct an audit of the accounts and records pertaining to the following funds and/or divisions of the Party of the Second Part:

FUNDS AS MAINTAINED, PARTICULARLY OPERATING AND MAINTENANCE, REVOLVING. CAPITAL, AND BOND FUNDS.

for the period beginning July 1, 1950 and ending June 30, 1951, in accordance with the Standard Program of Audit Procedure attached hereto and made a part of this contract. (Authority for elimination or variation from the Standard Program of Audit Procedure must be obtained by the Governmental Unit from the Director of Local Government, in writing, before a contract is executed, and such eliminations, when approved by the Director of Local Government, must be stated hereunder with reference to the paragraph number designated in said Standard Program of Audit Procedure.) EXCEPT PORTIONS OF SECTION B NOT APPLICABLE TO CITY OF ASHEVILLE AND EXCEPT ITEM 11 OF CONTENTS OF AUDIT REPORT.

2. Party of the First Part agrees that the services he has contracted to perform under this contract shall be rendered by or under the personal supervision of competent accountants who will faithfully perform their work with care and diligence and report all irregularities, omissions and discrepancies in the accounts of the Party of the Second Part.

3. It is understood and agreed that should unusual conditions arise whereby the services of the Party of the First Part are necessary beyond the extent of the work contemplated and required under the Standard Program of Audit Procedure, such unusual conditions shall be referred to the Party of the Second part who shall instruct said Party of the First Part concerning such additional services, which shall be subject to the approval of the Director of Local Government.

4. The audit shall be started as soon after this contract is executed and approved as is agreeable to the Parties hereto and shall be completed and a written report thereon rendered within a reasonable time after the close of the fiscal period covered by this contract. One copy of said report shall be filed with the Director of Local Government.

5. In consideration of the faithful performance of the conditions covenants and undertakings herein set forth, the Party of the Second Part agrees to pay to the Party of the First Part upon approval by the Director of Local Government, a fee of Two Thousand and Six Hundred ($2,600.00) Dollars.

James E. Ashe, C. P. A.
Party of the First Part

By S/ James E. Ashe

City of Asheville
Party of the Second Part

By S/ Weldon Weir

Provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made or by bonds or notes duly authorized as required by the "County Fiscal Control Act, as amended."

County or Municipal Accountant
of Asheville, North Carolina.

Various matters were discussed by the Council, including Recreation Park and Memorial Stadium revenues, and Mayor Morgan gave a brief report on Civilian Defense.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, October 19, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 19, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, M. C. Peterson, James P. Adams, F. M. Mulvaney, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

The Council was invited to be represented at the charter meeting of the Asheville Toastmistress Club at 7 P. M. on Thursday, October 26th, at the Battery Park Hotel.

W. J. PARKS - TIMBER SALE
PULPWOOD AGREEMENT

Councilman Eller introduced resolution authorizing Mayor to execute timber sale pulpwood agreement with W. J. Parks, which was, upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book No. 3 page 36.

TIMBER SALE AGREEMENT

PULPWOOD

THIS AGREEMENT entered into this ____ day of _____, 1950, between the CITY OF ASHEVILLE, hereinafter called the Seller, and W. J. PARKS, hereinafter called the Purchaser.

WITNESSETH:

Article 1

1. The Seller agrees to sell and the Purchaser agrees to buy, cut and remove all merchantable pulpwood to be cut from trees now marked or designated and located upon the timber sale area of approximately 140 acres as delineated and shown on the attached map which is hereby made a part of this agreement, said

being embraced by that tract of land described in Buncombe County Records, Deed Book 396 page 267. All trees to be cut are marked by the Seller or his agent with a yellow paint spot at a point approximately 4 feet above the ground and on the stump approximately 6 inches from the ground.

Article 2

1. The purchaser agrees to pay the seller for all pulpwood cut under this agreement at the following rate:

$ 2.11 per standard cord of 128 cubic feet for all pine as scaled by the Champion Paper & Fibre Company or other scaler approved by the Seller.

$ 1.11 per standard cord of 128 cubic feet for all hardwood as scaled by the Champion Paper & Fibre Company or other scaler approved by the Seller.

2. Payments shall be made to the seller for each standard cord as scaled by the Champion Paper & Fibre Company or other scaler approved by seller, upon said scaling of each and every 150 standard cords.

3. Purchaser shall notify seller three (3) days in advance of the time when purchaser intends to have railroad cars or trucks loaded with pulpwood and ready for shipment in preparation for delivery to scaler, and seller shall have the right to inspect and check said shipments prior to their scheduled departure.

Article 3

The purchaser agrees to cut and remove said timber in strict accordance with the following conditions:

1. Unless written extension of time is granted all timber shall be cut, removed and paid for on or before twelve months from the date of this contract.

2. All marked trees shall be cut not higher than 12 inches above the ground when sound and undamaged.

3. Any damage resulting from fires caused by the purchaser or his employees shall be paid for in full by the purchaser and the cost of their suppression borne by him.

4. All existing roads on the sale area or other property of the seller shall be kept in a passable condition during operating and restored to their former condition upon completion of logging operations.

5. All camps, corrals, or other structures or improvements erected by the purchaser shall be removed within 60 days of the termination of this agreement.

6. Each phase of the logging operation shall be completed on the portion of the sale area being operated before proceeding to another portion and all phases shall proceed in an orderly manner.

7. No operating methods shall be employed which are destructive or excessively damaging to standing timber or clumps of young trees. No unmarked living trees of any kind shall be cut except where necessary in clearing for roads, skid trails and landings. All living trees not marked shall be protected against unnecessary injury in felling, skidding or hauling operations. All such unmarked trees damaged or injured unnecessarily shall be paid for at the rate of $2.00 per tree.

Article 4

1. The seller expressly grants to the purchaser the right of ingress, regress and egress across and upon the sale area and any adjacent property of the seller for all men, materials and equipment necessary for the felling and removal of timber covered by this agreement.

2. Any new roads with the exception of skidding roads constructed by the purchaser shall be left in good passable condition during and upon completion of this agreement and the seller hereby approves the construction by the purchaser of such roads to permit removal of any or all the designated trees.

Article 5

It is mutually understood and agreed by and between the parties hereto as follows:

1. In case of dispute over the terms of this contract, final decision shall rest with an arbitration board of three persons, one to be selected by each party to this agreement and a third to be a graduate forester.

2. In lieu of a performance bond, purchaser has deposited with seller Five Hundred ($500.00) Dollars to be held until complete performance by purchaser of all the terms, provisions, conditions and obligations on the part of the purchaser to be performed or observed in this agreement. The amount so deposited shall be held to cover (1) any amounts which have become due to seller hereunder and which remain unpaid for timber cut by purchaser; (2) the amount of any damage to timber caused by failure of purchaser to fully observe and perform all conditions herein with respect to purchaser's operations under this agreement; and (3) any costs, damages or expenses to which seller may be put by reason of default or breach of any term, provision, condition or obligation on the part of the purchaser to be performed or observed in this agreement. In either or any of these events, there shall be repaid to purchaser any balance of said deposit remaining after purchaser's obligations and performance in this agreement have been fulfilled.

3. The purchaser agrees not to assign this agreement or any portion thereof without the written consent of the seller.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of _____, 1950.

_____
Witness

_____ (SEAL)
Purchaser

_____
Witness

_____ (SEAL)
Seller

State of North Carolina, County of Buncombe.

I, _____, a Notary Public of said State and County, do hereby certify that W. J. PARKS

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this _____ day of October, 1950.

My commission expires:

Notary Public

State of North Carolina, County of Buncombe.

This the _____ day of October, 1950, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, C. E. MORGAN, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:

Notary Public

Mr. R. R. Williams presented a petition requesting that the zoning ordinance be amended so as to create or provide for a neighborhood trading area out of that portion of Residential District RA-5 on Biltmore Avenue from Victoria Road to Forest Hill Drive.

Councilman Adams moved that this request be forwarded to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Abernethy and unanimously adopted.

Mr. William Duckworth, president of the Junior Chamber of Commerce, reported that at the request of the Mayor and City Manager his organization had completed arrangements to hold a United Nations Day observance at the Imperial Theatre at 11 A. M. on October 24th.

Mayor Morgan and City Manager Weldon Weir thanked Mr. Duckworth for his efforts in this behalf and upon motion of Councilman Abernethy, seconded by Councilman Eller, the Council went on record as giving its whole-hearted endorsement to this observance of United Nations Day.

Councilman Adams introduced Ordinance #339, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", this being the date set for the public hearing on said ordinance.

Mr. Anthony Redmond, secretary of the Planning and Zoning Commission, explained the proposed changes, and recommended that said Commercial District be included in the Fire District.

Whereupon said ordinance was, upon motion of Councilman Adams, seconded by Councilman Peterson, passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Mayor Morgan voted "no"

City Manager Weldon Weir called the Council's attention to the convention of the North Carolina League of Municipalities in Asheville October 22nd through 24th, and asked the members of the Council to attend the sessions if possible.

BRIDG

of

City Manager Weldon Weir advised/that the dedication of the new bridge structure on Monday, Oct[illegible]nd, at 12:00 noon, and invited the Council to be present.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 26, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 26, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, C. Fred Brown, M. C. Peterson, James P. Adams, Walter I. Abernethy, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #339, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING

ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was [illegible] of Councilman Adams, seconded by Councilman Peterson, unanimously [illegible] the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

[illegible] AY

Councilman Adams moved that the Council go on record as expressing its appreciation to the Chamber of Commerce for sponsoring United Nations Day, which motion was seconded by Councilman [illegible] unanimously adopted.

Mayor Morgan and City Manager Weir gave a brief report of the [illegible] League of Municipalities.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 2, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 2, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, C. Fred Brown, Walter I. Abernethy, Earl W. Eller, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible] GOLF COURSE -
[illegible] TO BUY

An offer was made by Mr. S. G. Bernard, attorney, to purchase the Municipal Golf Course and Club House.

October 28, 1950

City Council
City of Asheville

Dear Sirs:

The undersigned hereby agrees to bid at a public offering for sale of the land and premises well known as the Municipal Golf Course of the City of Asheville, together with all improvements thereon, golf course equipment, furniture and fixtures used in connection with the operation of Asheville's Municipal Golf Course, the sum of SIXTY THOUSAND ($60,000.00) DOLLARS, provided the undersigned is notified within fifteen (15) days from the date hereof that the City of Asheville will make a public offering of said property for sale to the highest bidder within fifty (50) days of this offer.

This offer is made for a conveyance to the undersigned, or his assignee, which may be a corporation organized for the purpose of taking title to all of said property, conveying all said property by a good and sufficient deed in fee, free from any and all reservations, liens and encumbrances, and with the usual covenants of warranty; such a conveyance to be delivered on or before fifteen (15) days following a successful bid by the undersigned, or his assignee, at a public sale of all of said property.

The undersigned, or his assignee, will pay the sum of TWENTY THOUSAND ($20,000.00) DOLLARS in cash upon the delivery of a deed as hereinabove provided and will pay the balance of the purchase price in four (4) equal yearly installments, payable on or before one, two, three and four years after date, with interest thereon at four and one-half per centum (4½%) per annum, interest payable semi-annually, and secure the payment thereof by a deed of trust upon the property, the deed of trust to contain a clause providing for the release of the land from the lien thereof upon the payment of the sum of FIVE HUNDRED ($500.00) DOLLARS per acre.

If the undersigned, or his assignee, should become the purchaser at the sale of said property, he, or his assignee, will immediately offer to lease to any group of citizens residing in the immediate vicinity of the Asheville Municipal Golf Course, who may be interested in maintaining a nine-hole golf course, the buildings situated upon the land, together with all furniture, fixtures, golf course equipment and sufficient land to cover a nine-hole golf course, for a period of twenty years at a reasonable rental. Such lease to be concluded simultaneously with the delivery of a deed conveying said property to the undersigned, or his assignee, and said lease to contain the usual and customary provisions of leases of similar property.

In evidence of my good faith in making the offer contained herein, I deposit herewith cashier's check of Wachovia Bank and Trust Company for TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS, payable to H. E. Johnson Company, which is to be held by you pending the outcome of a sale of the property hereinabove mentioned. It is to be understood that if the property is not offered for sale as hereinabove provided, or if said property is offered for sale and the undersigned, or his assignee, does not become the highest bidder at such sale, said check will be returned to the undersigned. If the undersigned becomes the highest bidder at the sale, then, and in that event, the proceeds of said check shall be applied against the cash payment for said property. If the undersigned, his assignee, or any other person, should not offer as much as $60,000.00 for said property at a public sale thereof, as hereinabove provided, the proceeds of said check shall be forfeited to the City of Asheville.

This offer is made on condition that H. E. Johnson Company be paid a commission of five per cent (5%) upon the sales price of said property in the event of a sale.

Yours very truly,

S/ S. G. Bernard, Attorney
S. G. BERNARD, Attorney

SOB:s

Councilman Eller moved that this communication be referred to the City Manager and Corporation Counsel for study and report, which motion was seconded by Councilman Brown and unanimously adopted.

A petition was presented by property owners on North Hanover Street, being the street extending from Haywood Road to the Clover Leaf of the new West Asheville Highway near Mill Brook Road, requesting re-zoned Neighborhood Trading Area or Business District.

Councilman Adams moved that this petition be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Eller, and unanimously adopted.

Mr. Sams spoke briefly on the type of industries permitted in the Commercial Zone, and was assured by Mr. Anthony Redmond, secretary of the Planning and Zoning Commission, that the ordinance provides that establishments that produce smoke, dust, noise, fumes or vibrations detrimental to safety and welfare would not be permitted in the new zone.

Ordinance #339, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'" was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Peterson voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 339

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS " AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby amended as follows:

That sub-section A. of Section 2 of said Ordinance 322 as amended be and is hereby repealed and a new sub-section A. be and is hereby enacted in lieu of said sub-section as follows:

A. In order to regulate and limit the height and size of buildings; to regulate and limit the intensity of the use of lot areas; to regulate and determine the areas of open spaces within the surrounding buildings; to classify, regulate and restrict the location of trades and industries; and the location of buildings designed for specified industrial, commercial, business, residential and other uses, the City of Asheville, North Carolina is hereby divided into districts of which there shall be eight (8) known as:

1. RA-10 Residential District
2. RA-8 Residential District
3. RA-6 Residential District
4. RA-5 Residential District
5. Neighborhood Trading Area
6. Business District
7. Commercial District
8. Industrial District

Section 2. That the zoning map and zoning ordinance, being Ordinance #322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby further amended as follows:

That a new Section known as Section 7.1 be and is hereby enacted for insertion between Section 7 and Section 8 of said Ordinance #322, which said Section 7.1 is as follows:

Section 7.1

COMMERCIAL DISTRICT

A. In a Commercial District no building or land shall be used and no building shall be erected or structurally altered which is arranged, intended or designed to be used for other than a use permitted in a Residential district, business district or neighborhood trading area, or for one or more of the following uses:

1. Wholesale and jobbing plants.
2. Cold storage plants.
3. Bottling plants.
4. Storage in bulk of, or warehouse for, such material as building material, contractor's equipment, clothing, cotton, drugs, drygoods, feed, food, fuel, furniture, hardware, ice, lumber, machinery, metals, oil and petroleum in quantities in less than tank car lots, paint and paint materials, pipe, rubber, shop supplies, tobacco or wool.
5. Freight terminals, either railroad or motor vehicles.
6. Laundries.
7. Veterinary hospitals.
8. Street cars or public carrier's garage.
9. Light manufacturing or industrial operations of any kind not heretofore listed, but exclusive of the industrial operations listed in Section 8, Sub-section A, 1 to 13, both inclusive, provided that no such manufacturing or industrial operations or process shall be included which creates, or is likely to create, or emits, or is likely to emit, either smoke, dust, noise, fumes or vibrations detrimental, or likely to become detrimental to the health, safety or general welfare of the community.

B. HEIGHT AND AREA REGULATIONS:

Same as Business District.

C. OFF-STREET PARKING REQUIREMENTS:

1. Business structures constructed where more than 20 persons are employed shall provide in addition to the other requirements herein set forth, one open or storage space for automobiles on the lot or premises for every five employees in excess of twenty that are employed. One or more business may join in the above requirements by providing parking space equal to the total required of all establishments participating. There shall be provided facilities for loading and unloading on the premises provided that this requirement may be otherwise met where the premises abut on a service alley.

2. Dwelling and combination dwelling-business uses, same as business district.

Section 3. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby further amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance #322, and the designated lot numbers, sheets, and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

A. That the property on both sides of Haywood Road now zoned Business District, as shown on said zoning map, and extending from the western edge of the Industrial District at the western end of the West Asheville bridge to the northern line of Lot 16, Sheet 6, Ward 6 on the western margin of Haywood Road and to the southern line of Lot 29, Sheet 2, Ward 5 be and is hereby rezoned from Business District to Commercial District.

B. That all of that property in the westernmost part of the City of Asheville now zoned Neighborhood Trading Area, as shown on said zoning map, and lying between the north or northwest margin of Haywood Road and the city limit line, which said line coincides with the northwest margin of the right-of-way of the Murphy Branch of the Southern Railway and extending from the westernmost limits of the City of Asheville in a northeast direction to the western terminus of that certain RA-6 Residential District, as shown on said map, which said western terminus intersects said Haywood Road at a point approximately 250 feet from and east of the intersection of Gill Street and Haywood Road, be and is hereby rezoned from Neighborhood Trading Area to Commercial District.

C. That all of the property now zoned Business District, as shown on said Zoning map, being bounded and described as follows: Beginning at the southwesternmost terminus of said Business District, as shown on Sheet 9, Ward 4, in the northwest margin of Southside Avenue at the southwest corner of Lot 45, Sheet 9, Ward 4, and runs with the western and northern boundaries of said Business District in a northerly and northeasterly direction crossing French Broad Avenue, Adams Street, Blanton Street, following the western margin of Smith Street and Ashland Avenue, and crossing Phifer Street to the northwest corner of Lot 22½, Sheet 6, Ward 4; thence crossing an unnamed alley in a northerly direction to the intersection of the northern margin of said alley with the eastern margin of Wallock or Short Bailey Street; thence with said eastern margin of said Wallock or Bailey Street in a northerly direction to the southwest corner of Lot 213, Sheet 6, Ward 4; thence with the southern lines of said Lot 213 and Lot 198, Sheet 6, Ward 4 in an eastern direction crossing Coxe Avenue to the northwesternmost corner of Lot 164, Sheet 6, Ward 4; thence with the northwestern lines of Lots 164, 163, 162, 161, 160 and 159, Sheet 6, Ward 4, to the northeastern corner of said Lot 159; thence in a northern direction to the easternmost corner of Lot 192½, Sheet 6, Ward 4, in the western margin of Collier Avenue; thence continuing in a northern direction with said margin of Collier Avenue, crossing Buxton Avenue and Banks Avenue, to the intersection of the northern margin of Banks Avenue with the western margin of Ravenscroft Drive; thence continuing in a northern direction along the eastern or rear lot lines of lots abutting on the eastern margin of Coxe Avenue to the northeast corner of Lot 198½, Sheet 1, Ward 4; thence in an easterly direction with the southern lines of Lots 198¼, 242, crossing Ravenscroft Road, 229½, Sheet 1, Ward 4 to the southeast corner of said lot 229½; thence in a northern direction with the rear lot lines of Lots 229½ and 230, Sheet 1, Ward 4, to the southernmost corner of Lot 230½, Sheet 1, Ward 4; thence in a northeastern direction, crossing an unnamed alley, to the southwest corner of Lot 219, Sheet 1, Ward 4; thence with the southern line of said Lot 219 in an easterly direction, crossing Church Street, to the southwest corner of Lot 349, Sheet 1, Ward 4; thence with the southern line of Lots 349, 350, 351, 352, 353, 142½, 142¼ and 143, Sheet 1, Ward 4, to the southeast corner of said Lot 143 in the western margin of South Lexington Avenue; thence with the western margin of South Lexington Avenue in a southerly direction to its intersection with the eastern margin of Church Street; thence continuing with the eastern margin of Church Street in a southerly direction, crossing Southside Avenue, to the northwest corner of Lot 25, Sheet 6, Ward 4 in the southeast margin of Southside Avenue; thence in a southwesterly direction with the western lines of Lots 25 and 24, Sheet 6, Ward 4, to the northwest corner of Lot 28, Sheet 6, Ward 4; thence with the northeast line of said Lot 28 in a southeasterly direction to its southeast corner; thence in a westerly direction with the northern line of Lot 21, Sheet 6, Ward 4, to the northwest corner of said Lot 21; thence in a southerly direction with the rear or western lines of Lots 21, 20, 19, 18, 17, 16, 15, 14½, 14, 13A, 13B, 13C, 13D, Sheet 6, Ward 4, to the southwest corner of said Lot 13D in the northern line of Lot 12B, Sheet 6, Ward 4; thence in a westerly direction with the northern line of said Lot 12B to its northwest corner in the eastern margin of Wilbar Avenue; thence with said margin of Wilbar Avenue in a southerly direction to its intersection with the northern margin of Coxe Street; thence with the northern margin of Coxe Street in a westerly direction, crossing Wilbar Avenue and Belt Street, to the southeast corner of Lot 94, Sheet 6, Ward 4; thence in a southwesterly direction, crossing Coxe Street, to the northeast corner of Lot 98, Sheet 6, Ward 4 in the southern margin of Coxe Street; thence with the rear or eastern lines of Lots 98 through 131, Sheet 6, Ward 4, to the southeast corner of said Lot 131; thence in an easterly direction with the southern lines of Lot 81 to the northwest corner of Lot 1, Sheet 7, Ward 4; thence with the western line of said Lot 1 in a southerly direction to its southwest corner; thence with its southern line in an easterly direction to the northeast corner of Lot 8 3/4, Sheet 7, Ward 4; thence in a southern direction with the eastern line of said Lot 8 3/4 to the northwest corner of Lot 8½, Sheet 7, Ward 4; thence in an easterly direction with the northern line of said Lot 8½ to its northeast corner in the western line of Lot 16, Sheet 7, Ward 4; thence with the western line of said Lot 16 in a southerly direction to the northwest corner of Lot 17¼, Sheet 7, Ward 4; thence with the northern line of said Lot 17½ in an easterly direction to the northwest corner of Lot 17, Sheet 7, Ward 4; thence with the western line of said Lot 17 in a southerly direction to the northwest corner of Lot 28, Sheet 7, Ward 4; thence in an easterly direction with the northern line of said Lot 28 to its northeast corner; thence with its eastern line in a southerly direction, crossing Choctaw Street,

to the northeast corner of Lot 30, Sheet 7, Ward 4; thence with the eastern line of said Lot 30 in a southerly direction to the north margin of Rock Cliff Place; thence with said northern margin of Rock Cliff Place in a westerly direction to the intersection thereof with the eastern margin of Hamilton Street; thence crossing Hamilton Street in a southwesterly direction to the northeast corner of Lot 59, Sheet 7, Ward 4; thence in a westerly direction with the northern lines of said Lot 59 and Lot 60, Sheet 7, Ward 4 to the eastern margin of McDowell Street; thence continuing in a westerly direction, crossing McDowell Street, to the northeast corner of Lot 215, Sheet 8, Ward 4; thence with the northern line of said Lot 215 in a westerly direction to the southwest corner of Lot 211, Sheet 8, Ward 4; thence in a northwesterly direction with the western line of said Lot 211 to its westernmost corner; thence crossing an unnamed alley in a western direction to the southeast corner of Lot 191, Sheet 8, Ward 4; thence with the southeastern lines of Lots 191 through 202, Sheet 8, Ward 4 to the southwest corner of said Lot 202 in the eastern margin of Congress Street; thence in a southwesterly direction, crossing Congress Street, to the northeast corner of Lot 260, Sheet 8, Ward 4; thence with the northern line of said Lot 260 in a southwest direction to its northwest corner; thence in a southerly direction with its western line to the southeast corner of Lot 257, Sheet 8, Ward 4; thence with the southeast lines of Lots 257, 258, 259, Sheet 8, Ward 4 in a southwesterly direction, crossing Gaston Street, to the northeast corner of Lot 288, Sheet 8, Ward 4; thence with the northwest line of said Lot 288 in a southwesterly direction to its northwest corner; thence southerly with its western line to the southeast corner of Lot 287, Sheet 8, Ward 4; thence with the southern line of said Lot 287 in a southwesterly direction to its southwest corner; thence in a northwesterly direction with its western line to the southeast corner of Lot 164½, Sheet 11, Ward 4; thence with the southeast lines of Lots 164½, 208, 209, 210, (crossing Beech Street), 222 through 227, Sheet 11, Ward 4 (crossing South French Broad Avenue) to the southeast corner of Lot 62, Sheet 10, Ward 4; thence with the southern lines of Lots 62, 64, Sheet 10, Ward 4 in a southwest direction to the eastern margin of an unnamed alley; thence with said eastern margin of said alley in a northern direction to its intersection with the southeast margin of Southside Avenue; thence crossing Southside Avenue in a northern direction to the southwest corner of Lot 45, Sheet 9, Ward 4, the place of BEGINNING, be and is hereby re-zoned from Business District to Commercial District.

D. That all of that property now zoned Business District, as shown on said zoning map, being bounded and described as follows: BEGINNING at a point in the northern margin of Woodfin Street, the southeast corner of Lot 143, Sheet 2, Ward 2; thence in a northerly direction with the eastern lines of the lots of record designated as Lots 143, 48, 47, 46, 45, 44, 44½, 43, 42, 41, 40, 39½ (crossing Elm Street), 38½ and 37, Sheet 2, Ward 2, to the northwest corner of Lot 123, Sheet 2, Ward 2; thence in an easterly direction with the northern line of said Lot 123 to its northeast corner; thence in a southerly direction with the eastern line of said Lot 123 to the northwest corner of Lot 122, Sheet 2, Ward 2; thence in an easterly direction with the northern lines of Lots 122 and 121, Sheet 2, Ward 2, to the western margin of Central Avenue; thence in a northeasterly direction, crossing Central Avenue, to the northwest corner of Lot 91, Sheet 2, Ward 2; thence with the northern line of said Lot 91 in an easterly direction to the northwest corner of Lot 91 in an easterly direction to the northwest corner of Lot 91½, Sheet 2, Ward 2; thence south with the western lines of said Lots 91½, 92½, Sheet 2, Ward 2 to the southwest corner of said Lot 92½; thence in an easterly direction with the southern lines of Lots 92½, 91½, and 94, Sheet 2, Ward 2, to the northeast corner of Lot 93 3/4, Sheet 2, Ward 2; thence in a southerly direction with the eastern line of said Lot 93 3/4 to the northwest corner of Lot 108, Sheet 2, Ward 2; thence with the northern line of said Lot 108 in an easterly direction to its northeast corner; thence with its eastern line in a southerly direction to the northwest corner of Lot 133, Sheet 2, Ward 2; thence in an easterly direction with the northern lines of Lot 133 (crossing Woodfin Place) and Lot 107, Sheet 2, Ward 2 to the northeast corner of said Lot 107; thence in a southerly direction with the eastern line of said Lot 107 to the northern margin of Woodfin Street; thence in a westerly direction with the northern margin of Woodfin Street to the BEGINNING, be and is hereby rezoned from Business District to Commercial District.

E. That all of that property now zoned RA-5 and/or RA-6 Residential District, and/or Business District, as shown on said zoning map, being bounded and described as follows: BEGINNING at the point of intersection of the northern margin of Poplar Street with the southeast margin of College Street, as shown on Tax Map Ward 1, Sheet 2, and runs thence in a northeasterly direction with said margin of College Street to the northwest corner of Lot 69½, Sheet 2, Ward 1; thence with the northern line of said lot to its northeast corner; thence in a northeasterly direction on a line parallel with and approximately 150 feet north of the northern margin of Poplar Street, crossing an unnamed street, to a point approximately 40 feet north of the northwest corner of Lot 20, Sheet 3, Ward 1; thence in a southerly direction to said northwest corner of said Lot 20; thence in an easterly direction with the northern lines of Lots 20, 19, 18, 17, 16, 15, 14, 13, 11 3/4, 11¼ (crossing Woodfin Street), and 11½, Sheet 3, Ward 1, to the western margin of old College Street location; thence in a southerly direction with said margin of old College Street location, recrossing Woodfin Street, to the northeast corner of Lot 147, Sheet 3, Ward 1; thence in a westerly direction with the northern lines of Lots 147, 155 (crossing Wynne Street), 158, Sheet 3, Ward 1, to the northwest corner of said Lot 158; thence in a southerly direction with the western line of said Lot 158 to the northeast corner of Lot 32, Sheet 3, Ward 1; thence in a westerly direction with the northern lines of Lots 32, 165, 35, 36 and 37, Sheet 3, Ward 1 to the northwest corner of said Lot 37; thence in a southerly direction with the western line of said Lot 37 to the northeast corner of Lot 21, Sheet 3, Ward 1; thence in a westerly direction with the northern lines of Lots 21 and 21 3/4, Sheet 3, Ward 1, to the northwest corner of said Lot 21 3/4; thence in a southerly direction with the western line of said Lot 21 3/4 to the southeast corner of Lot 59, Sheet 2, Ward 1; thence in a westerly direction with the southern lines of said Lot 59 (crossing Pine Street), and Lots 24, 21, and 20, Sheet 2, Ward 1, to its southwest corner; thence in a southerly direction with the western line of Lot 22, Sheet 2, Ward 1, to the northern margin of Mountain Street; thence in a westerly direction with said northern margin of Mountain Street (crossing its intersection with Brick Street) to the western margin of Brick Street; thence with the western margin of Brick Street in a southerly direction to the southeast corner of Lot 1, Sheet 2, Ward 1; thence with the southern line of said Lot 1 in a westerly direction to the southeast corner of Lot 1 3/4, Sheet 2, Ward 1; thence in a northerly direction with the eastern lines of Lots 1 3/4 (crossing an unnamed alley) and Lot 1¼, Sheet 2, Ward 1, to the southern line of Lot 1-B, Sheet 2, Ward 1; thence in a northeasterly direction with the southern line of said Lot 1-B to its southeast corner; thence in a northerly direction with the eastern line of said Lot 1-B, crossing Poplar Street, to the place of BEGINNING, be and is hereby rezoned to Commercial District.

F. That all of that property now zoned Business District, as shown on said zoning map, being bounded and described as follows: BEGINNING at the southwest corner of Lot 127, Sheet 1, Ward 3 in the northern margin of Hiawassee Street, thence in a northerly direction with the western lines of Lots 127 and 128 to the south margin of Cherry Street; thence crossing Cherry Street in a northwesterly direction to the southwest corner of Lot 164A, Sheet 2, Ward 3; thence with the western line of said Lot 164A to its northwest corner; thence in an easterly direction with the northern lines of Lots 164A, 164, 164 3/4, and 164¼ to its northeast corner; thence with the eastern line of Lot 164¼ in a southerly direction to the northwest corner of Lot 163; thence in an easterly direction with the northern lines of Lots 163, 161, crossing Rankin Avenue, 170, and 171½ to its northeast corner; thence with the eastern line of said Lot 171½ in a southerly direction to the northern margin of Cherry Street; thence with the said northern margin of Cherry Street in an easterly direction to its intersection with the western margin of Broadway; thence with said margin of Broadway in a southerly direction, crossing Cherry Street, to the easternmost corner of Lot 120, Sheet 1, Ward 3, to the intersection of said margin of Broadway with the western margin of North Lexington Avenue; thence with the said western margin of North Lexington Avenue in a southerly direction to its intersection with the northern margin of Hiawassee Street; thence in a westerly and northwesterly direction with said northern margin of Hiawassee Street, crossing Rankin Avenue, to the place of BEGINNING, be and is hereby rezoned to Commercial District.

G. That all of the property now zoned as Business District and/or RA-6 Residential District, being bounded and described as follows: BEGINNING at the southwest corner of Lot 172, Sheet 2, Ward 3 in the northern margin of Cherry Street and runs thence in a northerly direction with the western line of said Lot 172 and the western or rear lot lines of lots abutting on the western margin of Broadway, as shown on Sheet 2, crossing Starnes Avenue, Elizabeth Street, to the northwest corner of Lot 206, Sheet 2, Ward 3 in the southern margin of West Chestnut Street; thence crossing West Chestnut in a northwesterly direction to the southwest corner of Lot 123, Sheet 3, Ward 3; thence continuing in said northwest direction with the western lines of Lots 123, and 121¼ to the northwest corner of said Lot 121¼; thence in a westerly direction with the southern line of Lot 116¼ to its southwest corner; thence in a northwesterly direction with the western line of said Lot 116¼ to the southern margin of Magnolia Street; thence in a westerly direction crossing Magnolia Street to the southeast corner of Lot 104, Sheet 3, Ward 3; thence in a northwesterly direction with the northeast lines of Lots 104, 99½, 99 3/4, 99, crossing Ocala Street, and 72 to the northeast corner of said Lot 72; thence in a westerly direction with the northern line of Lot 72 to the southeast corner of Lot 71; thence in a northwesterly direction with the northeast lines of Lots 71 and 69½ to the northeast corner of Lot 69½; thence with its northwest line in a southwesterly direction to the southernmost corner of Lot 76, Sheet 3, Ward 3; thence with the southwestern line of said Lot 76 in a northwesterly direction to its northwest corner; thence northeastwardly with the northern line of said Lot 76 to the southeast corner of Lot 60, Sheet 3, Ward 3; thence in a northwesterly direction with the northeast line of Lots 60, crossing an unnamed alley, Lot 52½ and 51½ to the northwest corner of Lot 51 in the southern margin of Cauble Street; thence in a northerly direction, crossing Cauble Street, to the southwest corner of Lot 50B, Sheet 3, Ward 3; thence continuing in a northerly direction with the western lines of Lots 50B, 50A, crossing an unnamed alley, and 50½, Sheet 3, Ward 3 to the northwest corner of said Lot 50½ in the southern line of Lot 145, Sheet 4, Ward 3; thence in a westerly direction with said southern line of Lot 145 to its southwest corner in the eastern margin of an unnamed street or alley; thence with said margin of said alley in a northern or northwestern direction to its intersection with the southern margin of Catawba Street; thence in a westerly direction, crossing Catawba Street, to the southwest corner of Lot 101D, Sheet 4, Ward 3; thence in a northwesterly direction with the western lines of Lots 101D and 100 to the northwest corner of said Lot 100; thence in a northerly direction on a line parallel with and lying approximately 250 feet from and west of the northwest margin of Broadway to the city limit line of the City of Asheville; thence with the city limit line in a northeasterly direction, crossing Broadway, to the northeast margin of Broadway; thence following the city limit line to a point which said point is 250 feet from said eastern or northeastern margin of Broadway measured on a perpendicular line with said eastern or northeastern margin of Broadway; thence in a line at all times parallel with and 250 feet from and east or northeast of said eastern margin of Broadway running in a southeasterly direction to a point in the eastern line of Lot 1, Sheet 7, Ward 2; thence with said eastern line of Lot 1 in a southerly direction to the northwest corner of Lot 178, Sheet 6, Ward 2; thence in an easterly direction with the northern line of said Lot 178 to its northeast corner in the western margin of an unnamed street or alley; thence with said margin of said alley in a Southerly or southeasterly direction to its intersection with the northern margin of North Street at the southeast corner of Lot 160, Sheet 6, Ward 2; thence in a southerly direction, crossing North Street, to the northeast corner of Lot 49, Sheet 6, Ward 2; thence in a southerly direction with the eastern lines of Lots 49 and 49¼ to the southeast corner of Lot 49¼; thence in a southerly or southeasterly direction, crossing Lot 50, Sheet 6, Ward 2, to the northeast corner of Lot 51, Sheet 6, Ward 2; thence continuing in said southerly or southeasterly direction with the eastern or rear lot lines of Lots 51, 52, 56¼, and 56 to the southeast corner of said Lot 56; thence in a westerly direction to the northeast corner of Lot 146, Sheet 6, Ward 2; thence in a southerly direction with the eastern line of said Lot 146 crossing Hillside Street, and Lot 139 to the southeast corner of said Lot 139; thence in an easterly direction with the northern line of Lot 65 to its northeast corner; thence on a straight line in a southerly direction, crossing Lot 66, to the southeast corner of Lot 67½, thence in a westerly direction to the northeast corner of Lot 66; thence in a southerly direction with the eastern lines of Lots 68, 71, 72, 75, 76, 77, 80, 81½, crossing Woodrow Avenue, 127B, 127, 127¼, to the southeast corner of Lot 127¼, Sheet 6, Ward 2; thence in an easterly direction with the northern lines of Lots 128B, 128, 129½, 129, 130 and 131 to the northeast corner of said Lot 131; thence in a southerly direction with the eastern line of Lot 131 to the northwest corner of Lot 137½; thence with its northern line in an easterly direction to the western margin of East Street; thence in an easterly direction, crossing East Street, to the northwest corner of Lot 127¼, Sheet 5, Ward 2; thence continuing in an easterly direction with the northern line of said lot to its northeast corner; thence in a southerly direction with the eastern lines of Lots 127¼ and 126C, Sheet 5, Ward 2, to the northern margin of Chestnut Street; thence in a southeasterly direction, crossing Chestnut Street, to the northwest corner of Lot 7, Sheet 3, Ward 2; thence with its western line in a southerly direction to its southwest corner; thence in a northeasterly direction with its southern line to the northeast corner of Lot 5, Sheet 3, Ward 2; thence in a southerly direction with its southern line to the northwest corner of Lot 6B; thence in a southeasterly direction with the eastern lines of Lots 6C, 6A, crossing Monroe Place, 63, 62, 61, 60, 59, 58, crossing Maxwell Street, 57B, 56, 55, crossing Asneth Street, 54½, 54, 53½, 53, 52½, 52, 51½, 51¼, 51, 50½, 50¼, 50, 49½, 49¼, 49, and 48, Sheet 3, Ward 2, to the southeast corner of said Lot 48; thence with its southern line in a southwesterly direction to the eastern margin of Broadway; thence in a westerly direction, crossing Broadway, to the southeast corner of Lot 172, Sheet 2, Ward 3 at the intersection of the western margin of Broadway with the northern margin of Cherry Street; thence with said northern margin of Cherry Street in a southwesterly direction to the southwest corner of said Lot 172, place of beginning, be and is hereby rezoned from Business District and/or RA-6 Residential District to Commercial District.

H. That all of that property now zoned Business District and/or RA-5 Residential District, as shown on said zoning map, being bounded and described as follows: BEGINNING at the southeast corner of Lot 71½, Sheet 15, Ward 3, at the intersection of the northern margin of Patton Avenue with the western margin of Buttrick Street, and runs thence in a northwesterly direction with the western margin of Buttrick Street to the intersection thereof with the northern margin of Turner Street; thence in a southwesterly direction with said northern margin of Turner Street to the southeast corner of Lot 44B, Sheet 15, Ward 3; thence in a northwesterly direction with its eastern line to its northeast corner; thence in a westerly direction with the northern lines of Lots 44B and 44C to the southwest corner of Lot 44½; thence in a northwesterly direction with the western lines of Lots 44¼ and 44 to the latter's northwest corner; thence in an easterly direction to the southeast corner of Lot 44F; thence in a northwesterly direction with its

eastern line to its northeast corner; thence in a westerly or southwesterly direction with the southern lines of Lots 40, 39, 39½ to its southeast corner; thence in a northwesterly direction to the southeast corner of Lot 37, Sheet 15, Ward 3; thence in a westerly or southwesterly direction with its southern line extended to a point in the eastern line of Lot 34; thence in a southern direction with the eastern line of Lot 34 to a point in the northern line of Lot 36; thence in a westerly or southwesterly direction with the northern lines of Lots 36, 35, 33½, 32, 30½ and 29½ to the latter's northwest corner; thence in a southerly direction with the western line of said Lot 29½ to a point in the northern line of Lot 56; thence in a westerly direction with the northern line of said Lot 56 to its northwest corner; thence in a westerly direction with the southern line of Lot 23 to its southwest corner; thence with its western line in a northern direction to the south margin of Hill Street, as shown on Sheet 15, Ward 3; thence in a westerly direction with the southern margin of Hill Street to its intersection with the northern margin of West Haywood Street at the Industrial District line, as shown on Sheet 16, Ward 3; thence in an easterly direction with the northern margin of West Haywood and/or Spring Street to the intersection of the latter with the northern margin of Patton Avenue; thence continuing in an easterly direction with the northern margin of Patton Avenue to the place of Beginning, be and is hereby rezoned from Business District and/or RA-5 Residential District to Commercial District.

I. That all of the property now zoned as Business District and/or RA-5 Residential District, as shown on said zoning map, being bounded and described as follows: Beginning at the northeast corner of Lot 17, Sheet 3, Ward 4, intersection of the western margin of Clingman Avenue with the southern margin of Patton Avenue, and runs thence in a southerly direction with said western margin of Clingman Avenue to the southernmost corner of Lot 47½; thence in a northwesterly direction with the northeast lines of Lots 46, 45, 44, 43, 40, 39 and 34, Sheet 3, Ward 4, to the northernmost corner of said Lot 34; thence in a westerly or southwesterly direction with the northwest line of Lot 34 to the eastern margin of an alley; thence in a southern direction, crossing said alley, to the southeast corner of Lot 48, Sheet 3, Ward 4; thence with the southern line of said Lot 48 in a southwesterly direction to its southwest corner; thence in a northwesterly direction with its western line to the southeast corner of Lot 227; thence in a southwesterly direction with the southeastern lines of Lots 227, crossing an alley, and 50 to the eastern margin of Rector Street; thence in a northwesterly direction, crossing Rector Street, to the southeast corner of Lot 59½; thence in a southwesterly direction with the northern lines of Lots 63 and 62 to the eastern margin of Jefferson Drive; thence in a southern direction, crossing Jefferson Drive, to the northeast corner of Lot 139; thence with its northern line in a southwesterly direction to its northwest corner; thence in a westerly direction to the southeast corner of Lot 137; thence with the southern line of said Lot 137 in a westerly direction to the eastern margin of Park Avenue, as shown on Sheet 3, Ward 4; thence continuing in a westerly direction, crossing Park Avenue, to the southeast corner of Lot 137, Sheet 4, Ward 4; thence in a southwesterly direction with its southern line to its southwest corner in the Industrial District line; thence in a northwesterly direction with said Industrial District line to the southern margin of Buxton Street; thence with said southern margin of Buxton Street in an easterly and northeasterly direction to its intersection with View Street in the Industrial District line; thence in a northerly direction, crossing View Street, and following the eastern margin of Ratcliff Street and said Industrial District line in a northern direction to the southern margin of Spring Street; thence in an eastern direction with said southern margin of Spring Street to its intersection with West Haywood Street or Patton Avenue; thence continuing in an eastern and northeastern direction with the southern margin of West Haywood Street and Patton Avenue in an eastern direction to the place of Beginning, be and is hereby rezoned from Business District and/or RA-5 Residential District to Commercial District.

Section 4. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 3 above in said zoning map.

Section 5. If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 6. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 7. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 19 day of October, 1950.

J. P. Adams
COUNCILMAN

SECONDED BY: Myron C. Peterson
COUNCILMAN

Read, approved and adopted, this 2 day of November, 1950, to become effective 17 day of November, 1950.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Councilman Abernethy introduced resolution authorizing Mayor to enter into lease with Dr. John T. Codnere, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 37.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 2 day of November, 1950, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the lessor, and Dr. JOHN T. CODNERE, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 400 and 401, containing 1488 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning December 1, 1950 and ending November 30, 1953.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $124.00 each in advance on the first day of each month beginning on the first day of December, 1950 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon the lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

(SEAL)

CLERK - JAMES E. ASHE
CITY HALL BUILDING

Councilman Mulvaney introduced resolution authorizing Mayor to enter into lease with James E. Ashe, Certified Public Accountant, which was, upon motion of Councilman Mulvaney, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 38.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 2 day of November, 1950, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and JAMES E. ASHE, of Buncombe County, North Carolina, hereinafter called the Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 509 and 510, containing 803 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the professional practice of public accounting.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning December 1, 1950 and ending November 30, 1953.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of $1.25 per square foot per year, payable in equal monthly installments of $83.65 each in advance on the first day of each month beginning on the first day of December, 1950 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, guests, clients, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

(SEAL)

Councilman Adams introduced resolution appointing Chairman of the City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 39.

Councilman Brown moved that the City Manager and Corporation Counsel be instructed to prepare resolution naming new streets in the vicinity of the new bridge, which motion was seconded by Councilman Ellen and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 9, 1950 - Asheville, North Carolina

The City Council met in regular session Thursday, November 9, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, Walter I. Abernethy, James P. Adams, P. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

(KENILWORTH SECTION)

A petition was presented by the Kenilworth Community Club requesting better fire protection in the Kenilworth section.

Councilman Brown moved that this petition be made a matter of record and be referred to the City Manager and Chief Fitzgerald for further study and report back to the Council, which motion was seconded by Councilman Mulvaney and unanimously adopted.

A communication was received from the Planning and Zoning Commission recommending to the City Council that no change be made in zoning of the portion of Biltmore Avenue from Victoria Road to Forest Hill Drive, as requested in petition of The Norburn Hospital, Inc. and others.

November 8, 1950

Hon. Clarence E. Morgan, Mayor, and
Members of City Council,
Asheville, N. C.

Re: Petition of The Norburn Hospital, Inc., and others for re-zoning a portion of Biltmore Avenue.

Gentlemen:

In accordance with your request, the City of Asheville Planning and Zoning Commission met in regular session on Friday, November 3rd, 1950, and heard proponents and opponents of the petition referred to above.

After due consideration a motion was unanimously passed recommending to City Council that no change be made in zoning of the portion of Biltmore Avenue described in the said petition.

Yours very truly,

S/ Anthony Redmond
Secretary,
City of Asheville Planning and Zoning Commission.

Councilman Eller moved that this communication be received as a report and information, which motion was seconded by Councilman Adams and unanimously adopted.

(ORDINANCE EXTENDING HANOVER STREET, HAYWOOD STREET, AND PATTON AVENUE)

Councilman Abernethy introduced resolution extending Hanover Street, Haywood Street, and Patton Avenue by name, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 40.

(MUNICIPAL GOLF COURSE)

City Manager Weldon Weir gave a brief report concerning the Municipal Golf Course, stating that said course has been operating at a loss, that considerable money will have to be spent on the course in order to compete with other courses, and recommending that said course be advertised for sale.

Mr. Read Wilson and Mr. L. P. Miller spoke in opposition to the sale of the golf course.

After discussion by Councilman Brown, Mayor Morgan, and other members of the Council, Councilman Brown introduced resolution authorizing City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Brown, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 41.

(POLICE DEPARTMENT - TRAFFIC)

City Manager Weldon Weir advised that he had instructed Corporation Counsel R. W. Wells, Chief Rhoe and one man from his department, and Chief Fitzgerald and one man from his department to visit some six or eight of the larger cities in North Carolina and secure information concerning rate of pay, pension benefits, working conditions, and other pertinent data in order to have a comprehensive report of the problems of these departments in these cities, as well as in the City of Asheville.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 16, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 16, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, Earl W. Eller, James P. Adams, Walter I. Abernethy, M. C. Peterson, City Manager Weldon Weir, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

A communication was received from the City of Asheville Planning and Zoning Commission relative to zoning North Hanover Street.

November 11, 1950

Honorable Mayor and Members of the City Council
City of Asheville
Asheville, North Carolina.

Gentlemen: Re: Petition of John F. Shuford and others relative to zoning North Hanover Street

Pursuant to your request the City Planning & Zoning Commission met on Friday, November 10th, 1950, and proceeded to consider the petition hereinbefore mentioned.

A review of the nature of the properties fronting on both sides of Hanover Street was made on the ground, and after careful consideration of all factors involved the City of Asheville Planning & Zoning Commission by motion duly made, seconded and unanimously carried, voted to recommend to the City of Asheville that its previous recommendation for the zoning of North Hanover Street (wherein it was recommended that the land abutting on both sides of North Hanover Street from the North line of the city school lot at the intersection of Haywood Road and North Hanover Street extended Westwardly across North Hanover Street to the Southern line of the Trading Area at the intersection of Millbrook Road with North Hanover Street be zoned RA-6 Residential Area) be changed to Trading Area and that said Trading Area extend from the Northern end of the Business District on North Hanover Street, as previously recommended, in a Northerly direction along both sides of the right of way on both sides of North Hanover Street to the recommended Trading Area at the intersection of Millbrook Road and North Hanover Street, and that said Trading Area extend back from said margin of said right of way of North Hanover Street Eastwardly and Westwardly on both sides of said Street a distance of 150 feet.

The City Planning & Zoning Commission further voted to recommend to the City that consideration be given by the City Council for including all such Trading Area under the Fire Zoning Ordinance of the City of Asheville.

The petition referred to above is hereto attached.

Yours very truly,

S/ Anthony Redmond
Secretary, City of Asheville Planning
and Zoning Commission.

A communication was received from the City of Asheville Planning and Zoning Commission relative to the Zoning of property abutting the right-of-way of Patton Avenue extended into West Asheville, North Hanover Street, clover leaf approaches, and the intersection of Patton Avenue with Haywood Road.

November 13, 1950

Hon. Clarence E. Morgan,
Members of City Council,
Asheville, N. C.

Gentlemen:

In an effort to clarify our various recommendations and modifications of recommendations made in connection with the zoning of property abutting the right-of-way of Patton Avenue extended into West Asheville, North Hanover Street, clover leaf approaches, and the intersection of Patton Avenue with Haywood Road, the City of Asheville Planning and Zoning Commission recommends the enactment of an ordinance amending Ordinance #322 in words and figures substantially as follows:

A. That all of that property abutting on both sides of the right-of-way of Patton Avenue as extended over the new bridge crossing the French Broad River, beginning at the western line of the Industrial District, as shown on said zoning map, Sheets 2 and 3 of Ward 6, and extending in a westerly direction to the city limit line to its eastern crossing of Smith's Mill Creek, be and is hereby rezoned from RA-5 Residential District to Neighborhood Trading Area, said area to extend back from the respective margins of the right-of-way of said Patton Avenue as extended 250 feet.

B. That all that property abutting on the outer margins of the rights-of-way of the clover leaf approaches to Patton Avenue as extended from the intersection of said clover leaf approaches with Patton Avenue as extended to the intersection of North Hanover Street with Millbrook Road, be and the same is hereby rezoned from RA-5 Residential District to Neighborhood Trading Area, said Neighborhood Trading Area to extend back from the margin of the rights-of-way of said clover leaf approaches, North Hanover Street, and Millbrook Road a distance of 250 feet.

C. That the property abutting on both sides of North Hanover Street from the southern margin of the Neighborhood Trading Area, as shown on said zoning map and described in Section B hereof, extending in a southern direction to a point where the rear or northern line of the city school lot (Aycock School) if extended in a westerly direction would cross said North Hanover Street, be and the same is hereby rezoned from RA-6 and/or RA-5 Residential District to Neighborhood Trading Area, and that said Neighborhood Trading Area extend back from the respective margins of the right-of-way of said North Hanover Street on the east and west sides thereof 150 feet.

D. That the property on both sides of North Hanover Street from a point where the rear or northern line of city school lot (Aycock School) if extended would cross said North Hanover Street extending south to the northern terminus of the present Business District line abutting on the north margin of Haywood Road, be and the same is hereby rezoned from RA-5 Residential District to Business District, said Business District to extend back from the respective margins of the right-of-way of said North Hanover Street to Argyle Lane on the eastern end and to Buffalo (Burton) Street on the west.

E. That the Neighborhood Trading Area at the intersection of Johnston Boulevard and Patton Avenue, lying northwest of the northwest margin of the right-of-way of Patton Avenue be enlarged to include Lot 6, Sheet 15, Ward 6 on the southwest side of Johnston Boulevard and Lot 135, Sheet 15, Ward 6 on the northeast side of Johnston Boulevard.

F. That the property lying North of the right-of-way of Patton Avenue as extended on the west side of the French Broad River between the western terminus of the Industrial District Line, which is defined approximately by the eastern margin of Westwood Place on the East and the new road extending from the Northern margin of Patton Avenue approximately along the old right-of-way of Cliff (Clifton) Road to Westwood Place, be and is hereby rezoned from RA-5 Residential District to Neighborhood Trading Area.

Yours very truly,

S/ Anthony Redmond
Secretary
City of Asheville Planning and
Zoning Commission.

Councilman Eller moved that the reports and recommendations of the Planning and Zoning Commission be accepted, and that the City Attorney and City Manager be directed to prepare ordinance embodying with said recommendations to be placed before the City Council, and that a public hearing be held, which was seconded by Councilman Peterson and unanimously adopted.

THANKSGIVING DAY

City Manager Weldon Weir called the Council's attention to the fact that next Thursday is Thanksgiving Day.

MUNICIPAL GOLF COURSE

Dr. Robert M. Hendrick made a brief talk opposing the sale of the Municipal Golf Course, and suggested that the matter be left in the hands of an inter-racial committee appointed by the Council [illegible] bers of the two races.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 23, 1950 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 30, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 30, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen M. C. Peterson, F. M. Mulvaney, C. Fred Brown, Walter I. Abernethy, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

SUBSTITUTE JUDGE OF POLICE COURT - RESIGNATION OF REED KITCHIN

A communication was presented from Reed Kitchin containing his resignation as Substitute Judge of Police Court.

Asheville, N. C.
November 22, 1950

Honorable Clarence Morgan, Mayor,
and The Council of the City of Asheville:

Gentlemen:

For some 8 years I have had the honor and privilege of serving the City of Asheville

as Substitute Police Judge. I accepted the appointment tendered me by the Council with the hope that I could render a public service in this capacity, and I hope that I have in some measure succeeded.

However, holding this office precludes me from accepting any employment in the criminal branch of the law practice. I feel that I cannot longer afford to continue to lose such practice as might come to me in this field.

Therefore I herewith tender my resignation with the request that it be accepted immediately. Let me assure you that it has been a pleasure to be associated to the extent that I have been, with you and the other public officials of the City.

Very respectfully,

S/ Reed Kitchin

Councilman Brown stated that in order not to leave this important office vacant he moved that Mr. Kitchin's resignation as Substitute Judge of Police Court be accepted with regrets, to take effect upon the appointment and qualification of his successor, which motion was seconded by Councilman Mulvaney and unanimously adopted.

A letter was read from Miss Annie Westall, Chairman of the Board of Trustees of the City of Asheville Libraries, inviting the members of the Council to a talk on City Planning Saturday evening, December 2nd, at 8 p. m. in the Exhibit Room of the Library.

Mayor Morgan urged the members of the Council to attend this meeting if possible.

A letter was read from Sanford W. Brown, suggesting that the lower nine holes of the Municipal Golf Course be converted into a race track for either horses or dogs, and that the upper nine holes be sold to residents of the area for a private golf course or divided into lots and sold for a residential development.

This letter was received as information.

Mr. George F. Meadows, attorney for Etta Lynch, filed a claim for damages to property owned by Etta Lynch in the amount of $2,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

IN THE SUPERIOR COURT

ETTA LYNCH, Plaintiff
-vs-
CITY OF ASHEVILLE, a Municipal Corporation, Defendant

NOTICE AND CLAIM FOR PROPERTY DAMAGES

TO THE HONORABLE MAYOR, CITY MANAGER, and MEMBERS OF THE CITY COUNCIL:

You will please take notice that the undersigned, **Etta Lynch**, resident of the City of Asheville, County of Buncombe and State of North Carolina, by and through Geo. F. Meadows, her attorney, pursuant to Section 149 of the Charter of the City of Asheville, as set forth in the Code of the City of Asheville, 1945, and as required by its Charter (Private Laws of 1923, Chapter 16, Section 244); hereby files this claim and demands damages of the City of Asheville, all as a direct and proximate result of the negligence of the City of Asheville, which damages to plaintiff's real estate and a 10 room house situated on Warlick Street occurred between August 30, and September 2, 1950, resulting in serious and permanent damages to her property as hereinafter set forth.

1.

That at the times hereinafter mentioned the plaintiff was and is now the owner and in possession of the following described lot or parcel of land, lying and being in Ward 4, City of Asheville, Buncombe County, North Carolina, more particularly described as follows:

FIRST TRACT: Being the same land described in a deed from J. M. Dockens and wife, Nannie Dockens to Anna C. Brooks and Charles C. Scott, dated August 13, 1917, and registered in the office of the Register of Deeds for Buncombe County, N. C., in Deed Book 216, at Page 291.

SECOND TRACT: Being the same land described in a deed from J. M. Dockens and wife, Nannie Dockens to Anna C. Brooks and Charles C. Scott, dated April 20, 1921, and recorded in the office of the Register of Deeds for Buncombe County, N. C., in Deed Book 248, at Page 163. Reference is hereby made to the aforesaid deeds for description by metes and bounds.

2.

That the plaintiff's real estate, together with a ten (10) room frame house is situated and fronting on the Eastern margin of Warlick Street, which said Warlick Street has been lawfully dedicated as a public street by the City of Asheville and was such at all the times herein mentioned.

3.

That the City of Asheville has been grossly negligent in and about the premises of the plaintiff to such an extent that said premises have become dangerous, by reason of the City of Asheville, its servants and employees in failing and neglecting to properly provide an outlet for the water, mud, dirt and other debris, and in failing to install proper drainage to prevent the overflow of water during the times of heavy rains, resulting in the same flowing into the house of the plaintiff and in addition to undermining the foundation and washing away her real estate, causing said lot and the house upon same to become unsafe and greatly inconveniencing plaintiff in her use and enjoyment of said premises and materially interferring with the ingress and egress of plaintiff, her tenants and others having business on said premises to and from same, and rendering access to said premises from Warlick Street both difficult and dangerous.

4.

That the City of Asheville in the grading and maintenance of said Warlick Street in the manner aforesaid has negligently failed to provide adequate ditches and drain pipes sufficient to carry the heavy overflow of water during heavy rains, dirt, mud and debris by plaintiff's said property, but to the contrary has attempted to install drain pipes directly opposite the plaintiff's property on the West side of said Warlick Street, insufficient to carry said water, mud, dirt and debris and causing same to be discharged near the foundation of plaintiff's said house and that on the dates aforesaid, to-wit: between August 30 and September 2, 1950, as a result of heavy down pour of rains resulting in the water undermining the foundation, chimney and washing away her real estate, causing said lot and the house upon same to become unsafe and dangerous and greatly inconvenienced plaintiff in her use and enjoyment of said property, materially interferring with the ingress and egress of plaintiff, her tenants and others having business on said premises to and from same and rendering access to said premises from Warlick Street both difficult and dangerous, and as a result of said condition large amounts of water, dirt and other debris have been washed into the house of said plaintiff and over her property, and by reason of the things and matters herein stated, have imposed an additional burden upon plaintiff's property and have substantially appropriated said land and made it practically unusable by plaintiff, all to her great damage in the sum of Two Thousand ($2,000.00) Dollars, as nearly as she can ascertain.

WHEREFORE, the plaintiff makes demand and files Notice of Claim for damages sustained as a result of the negligence of said City of Asheville, in the sum of Two Thousand ($2,000.00) Dollars.

Geo. F. Meadows
Attorney for Plaintiff

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

ETTA LYNCH, being duly sworn, deposes and says: that she is the plaintiff above named; that she has read the foregoing Notice and Claim for Damages to her property and knows the contents thereof; that the same is true of her own knowledge except as to those matters therein stated upon information and belief, and as to those matters she believes it to be true.

Sworn and subscribed to before me
this 29 day of November, 1950.

Etta Lynch
Affiant

Helen Nettles
Notary Public

My commission expires: January 17, 1952
(SEAL)

Councilman Peterson moved that this claim be referred to the City Manager and Corporation Counsel for investigation and report, which motion was seconded by Councilman Brown and unanimously adopted.

[illegible] - RESOLUTION
[illegible] DEATH

Resolution regretting death of Marshall W. Orr, was upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously passed by a standing vote of the Council.

RESOLUTION REGRETTING DEATH OF MARSHALL W. ORR

WHEREAS, the Council of the City of Asheville wishes to express its sorrow in the recent death of Marshall W. Orr, prominent attorney and citizen of Asheville, who served the City of Asheville as Substitute Judge of the City Police Court, as Solicitor of the City Police Court, as Chairman of the City Civil Service Board for Policemen and Firemen, as Chairman of the City Board of Elections, as a member of the City Policemen's and Firemen's Pension Board, and who served his community unselfishly in many other worth-while and note-worthy endeavors;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

That this resolution be spread upon the minutes of the City Council in recognition of Marshall W. Orr's many services to the City, and that this expression of sympathy be sent to the family of Marshall W. Orr.

I move the adoption of the foregoing resolution.

Myron C. Peterson
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

C. Fred Brown
COUNCILMAN

W. I. Abernethy
COUNCILMAN

E. W. Eller
COUNCILMAN

Read, approved and adopted, this 30th day of November, 1950.

C. E. Morgan
MAYOR

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Copy of resolution will also be found in Resolution Book #3 page 42.

Mr. Curtis Bynum, Secretary of the Sinking Fund Commission for Buncombe County, appeared before the Council to explain a resolution authorizing the calling of certain City of Asheville bonds.

Councilman Brown introduced resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman Brown, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 43.

Mr. Bynum further gave the Council a very comprehensive report of the present status of the City debt.

Mayor Morgan and Councilman Abernethy on behalf of the Council and the people of Asheville commended Mr. Bynum and the members of the Sinking Fund Commission on the splendid job they have done.

Corporation Counsel R. W. Wells read a letter from the City Manager of San Juan, Puerto Rico, expressing regret at the recent terroristic activities of members of the Nationalist Party of Puerto Rico.

This letter and accompanying resolutions were accepted as information.

Mayor Morgan stated that he had issued a proclamation setting Saturday, December 2nd, as Burley Tobacco Day in Asheville.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 7, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 7, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, M. C. Peterson, F. M. Mulvaney, James P. Adams, Walter I. Abernethy, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Beverly Apartments presented a request that the City accept Pickard Place and Sally Park and Suzanne Park, as a public street and public parks.

To the Mayor and Members of City Council
Asheville, N. C.

Gentlemen:

We have constructed an apartment development in the City of Asheville located between Biltmore Avenue, St. Dunstan Road, and McDowell Street which has been designated as "Beverly Apartments", a plat of which development is recorded in the office of the Register of Deeds in Book 24, at page 96.

There is shown upon such plat a street extending East and West from St. Dunstan Road to McDowell Street and designated as "Pickard Place", together with two small parks in such street designated as "Sally Park and "Suzanne Park".

We have dedicated the street and parks above referred to, together with the sidewalks running along the same (but not the parking areas or alleys) to the public's use and hereby request that the City of Asheville, by formal resolution, accept the same as a public street and parks.

For your information, Pickard Place was laid off and constructed under the supervision of the city engineer with the informal understanding that, upon the completion of the project, it would be dedicated to the City of Asheville, and we believe that the recording of a plat of the development constitutes such a dedication. However, your formal acceptance of this dedication will be greatly appreciated.

We also request that, if such action be necessary, formal action be taken adopting the names shown upon the recorded plat as the official names of the street and parks and that appropriate street numbers be assigned to the various apartments.

Thanking you for your cooperation in this matter, we are

Very truly yours,

BEVERLY APARTMENTS

CR/mm

George Beverly
Secretary

Councilman Abernethy moved that this matter be referred to the City Manager for study and recommendations, which motion was seconded by Councilman Eller and unanimously adopted.

Mr. Sanford W. Brown, attorney for Aggie B. Hadden, presented a claim for damages for personal injuries to Aggie B. Hadden in the amount of $5,000.00.

NORTH CAROLINA)
BUNCOMBE COUNTY)

NOTICE

To the Honorable Mayor and Council of the City of Asheville, North Carolina:

You will please take notice that the undersigned, Aggie B. Hadden, of 43 Buttrick Street, of the City of Asheville, County of Buncombe, and State of North Carolina, by and through Sanford W. Brown, her attorney, pursuant to Section of the City Charter of the City of Asheville, hereby claims and demands damages of City of Asheville as the result of personal injuries sustained by her on the 30th day of November, 1950, on a public street in said City, as follows:

From falling into a wobbly, shaky and defective water meter box in the sidewalk, or path, on the West side of Buttrick Street, at or near the house numbered 43 on said street, in the night time on the aforestated date; and that as a result thereof the undersigned claimant received the following injuries:

The flesh and bone on the front side of claimant's left leg between the ankle and knee joints were badly scraped, torn, bruised and possibly fractured to the extent of making it necessary for claimant to be treated by physicians at a hospital and to cause her to suffer great nervous shock and pain in both body and mind and to be totally disabled therefrom and for all of same to continue at the time of the giving of this notice and the making of this demand.

The dangerous condition which was the cause of the above described accident resulted from the negligence of the City of Asheville; and, that, as a consequence of the negligence of the City of Asheville in permitting said water meter box to become wobbly, shaky and defective in said public street with which it is charged with the maintenance and the duty to keep in reasonaly safe repair and in permitting said defective and dangerous condition to continue after learning of same, or after it by the exercise of due care would have learned of same, certainly in the periodic entering of said box by it's employees to read the water meter therein, and as a direct and proximate result thereof said City has greatly damaged the undersigned claimant, temporarily destroyed her earning power, caused her to incur expenses for medical attention, great inconvenience, pain, and suffering, in the sum of Five Thousand ($5,000.00) Dollars.

The undersigned claimant, therefore, respectfully presents her claim for said amount, through her counsel, and respectfully requests payment of same.

Sanford W. Brown
Attorney for Aggie B. Hadden

Councilman Peterson moved that this claim be referred to the City Manager and Corporation Counsel for investigation and report, which motion was seconded by Councilman Mulvaney and unanimously adopted.

Councilman Mulvaney introduced Ordinance #340, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", this being the date set for the public hearing on said ordinance.

Whereupon said ordinance was upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

Councilman Abernethy introduced resolution appointing Robert F. Phillips as Commissioner Number Four of the Sinking Fund Commission for Buncombe County, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 44.

Councilman Brown introduced resolution appointing Substitute Judge of the

Police Court of the City of Asheville, which was, upon motion of Councilman Brown, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 45.

Councilman Eller introduced resolution authorizing Mayor to enter into contract with Lee G. Warren and Polk, Powell and Hendon for engineering services relating to sewage treatment and disposal plants and appurtenant pipes.

City Manager Weldon Weir stated that after thorough investigation he and City Engineer John W. Walker recommended the employment of Lee G. Warren and Polk, Powell and Hendon for said engineering services.

Whereupon said resolution was, upon motion of Councilman Eller, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 46.

November 16, 1950

Mr. J. Weldon Weir
City Manager
City of Asheville
Asheville, N. C.

Dear Sir:

Complying with your recent request, the undersigned engineers are pleased to make you the following proposal to perform engineering services in connection with the proposed Sewage Disposal facilities for the City of Asheville. This offer is made with the understanding that, should it prove acceptable to you, it will become the basis for a formal agreement to be entered into between ourselves and the City of Asheville.

1. Engineering Services to be Performed:

(a) Engineering Report: Following your acceptance of this proposal, we will proceed with and will make a comprehensive investigation and study of the sewage disposal situation in the City of Asheville and vicinity. We will then prepare and submit to the City a report with recommendations for such intercepting sewers and sewage disposal works as will provide the community with an adequate, modern and efficient system for the treatment and disposal of its sewage. This report will show the approximate location, size, type, capacity and estimated cost of the various features of the recommended facilities. It will also present our recommendations regarding the most practical and feasible methods of financing the necessary sewage treatment facilities to serve the City of Asheville and also similar recommendations for treatment works to serve the entire metropolitan area.

(b) Detailed Planning: After the nature and magnitude of the needed sewage disposal works have been determined we will then prepare detailed engineering plans of the respective elements of proposed intercepting sewers located inside the corporate limits and the necessary sewage treatment works. This planning work will consist of the following:

The making of all necessary surveys and other field investigations; the preparation of detailed designs, plans, specifications, detailed quantity and cost estimates and other documents necessary for the letting of construction contracts.

(c) Supervision of Construction: In event the officials of the City should decide to proceed with the construction of the proposed works substantially as submitted, we will supervise the construction work as agents of the City. Supervision of construction will include, without limitation, the performance of the following services:

Preparation of bid proposal forms and advertisements, solicitation of construction bid proposals, and assistance to the City in the award and execution of construction contracts, preparation of construction programs, inspection of all work in progress to insure its compliance with contract provisions; checking and approval of shop and working drawings; preparation and approval of contractors' pay estimates; preparation and negotiation of change orders if necessary; assistance in placing new work in operation; the making of a final inspection and the submittal to the City of a completion certificate before final payment of construction costs; and furnishing technical advice to the City on all phases of the work under construction.

2. Engineering Fees

(a) For the engineering services and work described in the preceding sections, upon faithful performance of same, the City will pay us a base engineering fee equivalent to 5.75 percent of the total estimated construction cost of all work designed and planned.

(b) The fee for the engineering report and for the preparation of complete plans and specifications as described in paragraphs 1-a and 1-b above will be eighty three thousand six hundred and fifty three and 38/100 dollars ($83,653.38). Twenty five percent (25%) of which will be payable within 30 days after acceptance of this proposal and the remainder within 30 days after delivery of the report, plans and specifications to you.

(c) The fee for supervision of construction as described in paragraph (c) above will be the base engineering fee less all payments made to us for the report, plans and specification; twenty five per cent (25%) of this part of the fee to be payable within 30 days after we have been instructed by the City to proceed with this part of the work and the remainder in monthly payments in proportion to the construction contractors' pay estimates.

(d) For supervision of construction of work the City will reimburse us, in addition to the above fee, an amount equal to our actual costs as incurred for salaries (including payroll taxes), transportation and subsistence expense of engineers and inspectors assigned to the construction work on a full time basis; the number, rate and period of employment of such personnel to be subject to your prior approval.

(e) The above fees do not include the cost of testing and inspecting construction materials or equipment at point of manufacture or shipment, which is a service ordinarily performed by commercial testing laboratories at contractors' expense; nor do they include the cost of making core drillings, or assessment rolls, which work, if found necessary, will be done under our supervision on the order and at the expense of the City.

(f) Except as specifically noted above we will furnish at our own expense all equipment, materials and supplies and will perform all labor and services necessary for or incidental to the performance of the engineering work herein described.

3. General considerations

(a) In performing the work and services described herein we will endeavor at all times to provide the City with an adequate, economical and technically sound project which will meet the requirements of the State and Federal health authorities, and which will be a distinct credit to the entire community. Our work will be in strict conformity with best current engineering practice and will be performed to the entire satisfaction of the City.

(b) We will start the work immediately upon notice from you so to proceed and will carry it to conclusion in the most expeditious manner consistent with sound planning, design and construction.

Respectfully submitted,

LEE G. WARREN, Consulting Engineer
and
POLK, POWELL AND HENDON, Engineers

By W. H. Hendon

HHH/cc

Accepted

City of Asheville, N. C.

By Weldon Weir
City Manager

City of Asheville, N. C.

By C. E. Morgan
Mayor

Attest:

Margaret Simmons
City Clerk
(SEAL)

City Manager Weldon Weir presented the report of the committee appointed to visit the larger cities in North Carolina and secure information concerning rate of pay, pension benefits, working conditions, and other pertinent data.

City Manager Weldon Weir gave a brief report of the recent convention of the International City Managers Association.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
City Clerk

Thursday, December 14, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 14, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, Earl W. Eller, James F. Adams, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #340, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Adams voted "aye"
Councilman Peterson voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

Councilman Abernethy introduced a resolution rejecting bid on Municipal Golf Course property and rescinding advertisement proceedings for sale thereof, which was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 47.

During a discussion of the Municipal Golf Course Councilman Abernethy suggested that a study be made of the handling of the property in order that it might be put to its greatest use. Councilman Eller stated that the daily green fees, membership fees, and personnel should be revised. Councilman Adams moved that the City Manager make a study of all aspects of the operation of the golf course and report back to the Council for the first of the year with recommendations, which motion was seconded by Councilman Peterson and unanimously adopted.

Councilman Peterson introduced resolution accepting and designating Pickard Place and Sally Park and Suzanne Park as a public street and public parks, which was, upon motion of Councilman Peterson, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 48.

Mayor Morgan stated that he had been asked to serve on a committee of a program patterned after Town Hall, and that he wished to appoint Mr. R. W. Wells as his alternate. Mr. Wells accepted the appointment.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 21, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 21, 1950 at 4:00 o'clock P. M., with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, C. Fred Brown, F. M. Mulvaney, Walter I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A letter was received from Mr. Charles L. Rackley, Chairman of a citizens committee, regarding plans for using the Municipal Golf Course property.

December 20, 1950

Mr. Clarence E. Morgan
City Building,
Asheville, North Carolina

Dear Mr. Mayor:

Two weeks ago a committee composed of the undersigned was organized from among business and civic groups with a view of suggesting respectfully to you and to members of City Council a plan for the development of the Municipal Golf Course should Council determine to close the course as a recreation project. Our first object was to avert, if possible, the sale of the property.

We are gratified, therefore, that City Council has decided not to dispose of this property by public auction as conducted December 14. We understand that this is your prerogative under the terms of the sale. We believe that your decision is not only the economic one but the popular one in the community at large. We congratulate you upon it.

The purpose of this letter is to request that this view be spread upon the minutes of a Council meeting with this further request: If, as and when City Council desires to close the golf course we should like to submit to you a plan for its development as a civic-cultural center. This committee in fact had such a plan in preparation at the time the auction was in process. We desire to perfect this plan and hold it ready for your pleasure should there be any change in your policy regarding Municipal Golf Course. Therefore we ask that this letter of interest and intent be filed for active consideration and that you hear this group at the appropriate time.

Respectfully,

C. L. Rackley
Charles L. Rackley, Chairman

Committee members:

Graham Morrison	Merchants Ass'n	Marion Brackett	Jaycees
C. D. Hunter	Agricultural Council	R. J. Putnam	Jaycees
Morris McDough	Ex Officio Agri Council	Gene Ochsenreiter	Chamber of Commerce
Colvin White	Industrial Council	Ralph Grant	Chamber of Commerce
Julian Stepp	Industrial Council	Arthur Jones	Ex Officio C. of C.
Clint Minnick	Civic Club Union	Don Shoemaker	Ex Officio C. of C.
Roy Ordway	Civic Club Union		

The above letter was received as information by the Council.

During a discussion of this matter it was suggested that a civic-cultural center such as suggested by the Citizens Committee might be developed on property adjoining the Recreation Park. City Manager Weldon Weir was asked to make a study of this matter and see what the possibilities are.

A claim for damages for personal injuries in the amount of $20,000.00 was presented by Wilma H. Abernethy.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

IN THE CITY COURT

WILMA H. ABERNETHY, Plaintiff

-VS-

CITY OF ASHEVILLE, a Municipal Corporation, Defendant

NOTICE AND CLAIM FOR PERSONAL DAMAGES

TO THE HONORABLE MAYOR, CITY MANAGER, AND MEMBERS OF THE CITY COUNCIL:

YOU WILL PLEASE TAKE NOTICE that the undersigned Wilma H. Abernethy, resident of the City of Asheville, County of Buncombe and State of North Carolina, by and through her attorney, George F. Meadows, pursuant to Section 149 of the Charter of the City of Asheville, as set forth in the Code of the City of Asheville, 1945, and as required by its Charter (Private Laws of 1923, Chapter 16, Section 244), hereby files this claim and demands damages of the City of Asheville for personal injuries sustained by the said Wilma H. Abernethy, at the time, place and manner hereinafter set out:

1. DATE: Claimant was injured on the 29th day of September, 1950, at about 7 o'clock P. M.

2. PLACE: Claimant was injured when she stepped into a large hole on Lufty Avenue, at or near the intersection of Langwell Avenue; said hole in said street having been there for a long period of time and negligently permitted to remain in that condition by the City of Asheville; that on said date, at about said hour, the claimant was walking upon said street, and that upon reaching a point between the intersection of Lufty Avenue and Langwell Avenue, in the City limits, there existed in approximately 36 inches from the Western margin of said Lufty Avenue a large hole some 28 to 30 inches across in a North - South direction and some 22 to 24 inches across in an East - West direction and approximately 3 to 4 inches deep.

3. MANNER OF INJURY SUSTAINED: That on said date at about said hour, the claimant was walking along said Lufty Avenue and upon reaching a point at the intersection of said Lufty and Langwell Avenues, as aforesaid, at or near said place, there being no street lights or warning of said hole in said street, and that without any warning or without any knowledge that the said hole was there, and [illegible] in fact, discovered the said hole was partially filled with leaves or other loose substance, which said condition had been permitted to remain over a long period of time by said City and that claimant stepped into said hole with her left foot and shoe, sank therein, she was violently thrown off her balance and fell into the street against the curb [illegible] she was seriously and permanently injured.

4. CHARACTER OF INJURIES: That she was seriously and permanently injured when she stepped into said hole in said street, negligently permitted to be there by the city, in that she was violently thrown against the pavement and curb of said street, striking the same with her legs, bruises on her body, and particularly to her feet and legs, also injuring her arms, breast and other parts of her body, causing her nervous system a serious and severe shock, all of which has resulted in both serious and permanent injuries to the claimant, loss of time, doctors' bills, and other incidental expenses in attempting to regain her health which she formerly enjoyed prior to said injury.

5. AMOUNT OF DAMAGE CLAIMED: That as a result of the negligence on the part of the City as aforesaid, claimant has been permanently injured and damaged in the sum of at least Twenty Thousand ($20,000.00) Dollars, as nearly as she can ascertain for which this claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted this 19 day of December, 1950.

S/ Wilma H. Abernethy
Claimant
By S/ Geo. F. Meadows
Attorney for Claimant

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

WILMA H. ABERNETHY, being duly sworn, deposes and says:

That she is the plaintiff in the above entitled action; that she has read the foregoing Notice and Claim for Personal Damages and knows the contents thereof; that the same is true of her own knowledge and belief, except as to those matters therein stated upon information and belief, and as to those matters she believes it to be true.

Sworn and subscribed to before me
this 19th day of December, 1950.

S/ Wilma H. Abernethy
Affiant

S/ Roberts Smith
Notary Public
My commission expires: March 2, 1951

Councilman Eller moved that this claim be referred to the City Manager and Corporation Counsel for investigation, which motion was seconded by Councilman Peterson and unanimously adopted.

Ordinance #340, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 340

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance #322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

A. That all of that property abutting on both sides of the right-of-way of Patton Avenue as extended over the new bridge crossing the French Broad River, beginning at the western line of the Industrial District as shown on said zoning map, Sheets 2 and 3 of Ward 6, and extending in a westerly direction to the city limit line to its eastern crossing of Smith's Mill Creek, be and is hereby rezoned from RA-5 Residential District to Neighborhood Trading Area, said area to extend back from the respective margins of the right-of-way of said Patton Avenue as extended 250 feet.

B. That all that property abutting on the outer margins of the rights-of-way of the clover leaf approaches to Patton Avenue as extended from the intersection of said clofer leaf approaches with Patton Avenue as extended to the intersection of North Hanover Street with Millbrook Road, be and the same is hereby rezoned from RA-5 Residential District to Neighborhood Trading Area, said Neighborhood Trading Area to extend back from the margin of the rights-of-way of said clover leaf approaches, North Hanover Street, and Millbrook Road a distance of 250 feet.

C. That the property abutting on both sides of North Hanover Street from the southern margin of Neighborhood Trading Area, as shown on said zoning map and described in Section B hereof, extending in a southerly direction to a point where the rear or northern line of the city school lot (Aycock School) if extended in a westerly direction would cross said North Hanover Street, be and the same is hereby rezoned from RA-6 and/or RA-5 Residential District to Neighborhood Trading Area, and that said Neighborhood Trading Area extend back from the respective margins of the right-of-way of said North Hanover Street on the east and west sides thereof 150 feet.

D. That the property on both sides of North Hanover Street from a point where the rear or northern line of city school lot (Aycock School) if extended would cross said North Hanover Street extending southward to the northern terminus of the present Business District line abutting on the north margin of Haywood Road, be and the same is hereby rezoned from RA-5 Residential District to Business District, said Business District to extend back from the respective margins of the right-of-way of said North Hanover Street to Argyle Lane on the eastern side and to Buffalo (Burton) Street on the west.

E. That the Neighborhood Trading Area at the intersection of Johnston Boulevard and Patton Avenue lying northwest of the northwest margin of the right-of-way of Patton Avenue be enlarged to include Lot 6, Sheet 15, Ward 6 on the southwest side of Johnston Boulevard and Lot 135, Sheet 15, Ward 6 on the northeast side of Johnston Boulevard.

F. That the property lying north of the right-of-way of Patton Avenue as extended on the west side of the French Broad River between the western terminus of the industrial District line, which is defined approximately by the eastern margin of Westwood Place on the east and the new road extending from the northern margin of Patton Avenue approximately along the old right-of-way of Cliff (Clifton) Road to Westwood Place, be and is hereby rezoned from RA-5 Residential District to Neighborhood Trading Area.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of its passage.

I move the adoption of the foregoing ordinance, this 7 day of December, 1950.

Frank Mulvaney
COUNCILMAN

SECONDED BY: Jas. P. Adams
COUNCILMAN

Read, approved and adopted, this 21 day of December, 1950, to become effective 5 day of January, 1951.

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 28, 1950 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 28, 1950 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, C. Fred Brown, M. C. Peterson, James P. Adams, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman [illegible] introduced the following resolution, [illegible] the passage of Ordinance #340, which was, upon motion of Councilman [illegible], seconded by [illegible], unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 49.

City Manager Weldon Weir reported to the Council that a plan had been worked out [illegible] operation of the Municipal Clubhouse and Golf Course, and announced that without objection on the part of the Council the plan would be put into effect on January 1st.

December 28, 1950

To the City Council:

In re: Change of Policy at the Municipal Golf Course

It is recalled that on December 14th the Council directed the City Manager to make a study of all aspects for the operation of the Municipal Golf Course, and with your permission I would like to place the following recommendations in force beginning January 1, 1951:

(1) Discontinue group memberships.

(2) Increase single memberships from $35.00 to $[illegible].00 per year.

(3) Increase family memberships from $50.00 to $75.00 per year. The term "family membership" to be defined to include the members of an immediate family, children under 21 years old only.

(4) Establish student memberships (single only) $25.00 per year. All students to be certified.

(5) Increase daily green fees from $1.00 to $1.25.

(6) Establish student daily green fees (Monday through Friday only) 50¢.

(7) Enter into an agreement with a professional to operate the pro shop, required to carry the usual line of stock for this type of operation. The City of Asheville to receive 10% of the gross sales, including returns on driving range, to be computed from a daily report and settled weekly. No return is to be paid the city for the right to give golf instructions. The present one, Mr. [illegible] Ballard, to have the refusal of this position.

(8) Make living quarters in the club house available to a newly appointed caterer (a couple of possible) and adopt a plan for the full use of this facility, serving meals and refreshments, also promoting social activities, the city to receive 10% of all gross returns on such sales and promotions, payable weekly.

It is reasonable to estimate that the additional income from the increase suggested in memberships and green fees and the establishing of a student rate will supplement our present revenue from this source by $2500 annually, and an additional return can be expected from the club house and pro shop of $1250 a year, making a total of $3750, which would reduce the present operating deficit at the Municipal Golf Course based on the above estimates to less than $1,000. It is possible that the city could break even in this operation.

Since January 1st begins a new golf year as to memberships at the Municipal course your decision on this plan before that date would be a convenience in placing same in operation.

Respectfully submitted,

Weldon Weir
City Manager

There being no further business, the meeting was on motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 4, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 4, 1951 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen M. C. Peterson, James P. Adams, F. M. Mulvaney, Walter I. Abernethy, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Mr. Sanford Brown, attorney for Blanche Prescott Hamilton, presented a claim for damages for personal injuries to Blanche Prescott Hamilton in the amount of $15,000.00.

NORTH CAROLINA,
BUNCOMBE COUNTY.

N O T I C E

To the Honorable Mayor and Council of the City of Asheville, North Carolina:

You will please take notice that the undersigned, Blanche Prescott Hamilton, of 22 Overbrook Place, in the eastern suburb of the City of Asheville, County of Buncombe, State of North Carolina, by and through Sanford W. Brown, her attorney, pursuant to Section , of the City Charter of the City of Asheville, hereby claims and demands damages of the City of Asheville as the result of personal injuries sustained by her on the 26th day of December, 1950, at about 10 o'clock A. M. on a public sidewalk in said City as follows:

From falling heavily and with great force on the hard paved surface of the highly travelled public sidewalk on the North side of Patton Avenue at Pritchard Park near and slightly southwest of the upright concrete drinking fountain situate on the inside edge of the sidewalk at said place from which the claimant sustained the following stated injuries:

The severe bruising, lacerating, scratching and grinding of grit and dirt into claimant's left eye and the left side of her face and head; a severe concussion of the brain; the fracture of both bones of her left wrist and the fracture of her left pelvis bone and the wrenching, spraining, bruising and injuring of other parts of her body all to her great pain and suffering in both mind and body and disability therefrom.

The dangerous condition which was the cause of the above described injuries to the claimant resulted from the negligence of the City of Asheville; and, that, as a consequence of the negligence of the City of Asheville permitting the drain of it's drinking fountain at said place to become stopped from freezing or other causes and to overflow and freeze in a not readily observable thin diagonal strip of ice across said highly travelled, steeply sloping sidewalk, and to remain thereon after the City of Asheville had knowledge, or by the exercise of reasonable care would have known, of the extremely hazardous and dangerous condition created for pedestrians using said sidewalk thereby, and as a direct and proximate result of said negligence the City of Asheville has greatly damaged the undersigned claimant, temporarily destroyed and permanently reduced her earning power, rendered her bedridden, maimed for life, and in all probability greatly shortened her days, caused and is causing her to incur great expense for medical attention, hospitalization, medicines, and nurses care, great inconvenience, pain, and suffering in the sum of Fifteen Thousand ($15,000.00) Dollars.

The undersigned claimant, therefore, respectfully presents her claim for said amount, through her counsel, and respectfully requests payment of same.

Sanford W. Brown
Attorney for Claimant

A claim was presented by Walter Robinson, Jr. in the amount of $5,000.00 for damages for personal injuries.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

N O T I C E

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF ASHEVILLE, N. C.:

You will please take notice that the undersigned, Walter Robinson, Jr., of Buncombe County, North Carolina, pursuant to Section ____ of the City Charter of the City of Asheville, hereby demands damages of the said city as a result of personal injuries sustained by him on or about the 2nd day of October, 1950, in an elevator owned, operated and maintained by said city, in that said elevator was left unattended in a negligent, wilful, and wanton manner in utter disregard for the rights and safety of others, at a time when the City of Asheville was on notice that students, employees and lessees of said city would be using said elevator. That as a result thereof the undersigned claimant received the following injuries: three broken ribs, a broken arm and cuts about the head and body, said claimant being informed that the broken arm will be permanently injured and motivation of said arm reduced by fifty per cent.

That the dangerous condition which was the cause of the said accident resulted from the negligence of the city of Asheville; and that as a consequence of the negligence of the city of Asheville in that said city left the elevator in an operating condition without a properly qualified operator present to operate said elevator, failing to keep proper lights and leaving said elevator exposed and in a condition to be operated by a mere stranger, that said city has greatly damaged the undersigned claimant, temporarily destroyed his earning power, causing him to incur medical expenses, great inconvenience, pain and suffering in the amount of $5000.00.

The undersigned claimant therefore respectfully presents his claim for said amount and respectfully requests that payment of same be had.

This the 29 day of December, 1950.

Walter Robinson Jr. (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

WALTER ROBINSON, JR. being first duly sworn, deposes and says:

That he is the claimant named in and filing the foregoing Notice, which said Notice he has read, or heard read, and knows the contents thereof; that same is true of his own knowledge, except those matters and things therein stated upon information and belief, and as to those he believes it to be true.

Walter Robinson, Jr.

Sworn to and subscribed before me this the 29 day of December, 1950.

My commission expires:
June 18, 1951

Willie Rice Bradley
Notary Public

Handed to me by Tom Garrison, Jr., and received for presentation to the Council at its next regular meeting on January 4, 1951.

This 29th day of December, 1950, 4:45 p. m.

Margaret Simmons
City Clerk

Councilman Abernethy moved that said claims be referred to the City Manager and Corporation Counsel, which motion was seconded by Councilman Eller and unanimously adopted.

Councilman Adams introduced a resolution fixing salaries for certain city employees and transferring and appropriating funds for same to be expended by the City of Asheville the last half of the fiscal year 1950-51.

In connection with said resolution City Manager Weldon Weir made an explanatory statement:

It is recalled that salary requests were made to this office at the beginning of the present fiscal period and at that time careful analysis was given to the assessed values and the city's tax rate with respect to same, and it did not appear that salary adjustments could be considered without increasing the tax rate; but it was agreed to review the city's budget situation after the first six months of operation, or in January, 1951.

This office has made a careful study in cooperation with the various department heads of the City of Asheville to the end of equalizing salaries among city employees, using as a pattern salaries as paid in other cities of similar size in this state for like positions.

So that our employees can be paid an average rate for their work as reflected in the study referred to above I would like to urge this Council to approve a sum of money in the amount of $29,622.00 for this purpose, with it to be clearly understood that any future adjustments and increases in salary for employees of the City of Asheville be based on the index of cost of living as established by government reports. If this equalization plan is approved at this time, city employees will be in position of all being treated alike in the event of future increases.

For your information this adjustment will apply to less than one-half of the total personnel of the city, and does not include any of the four top salaries paid.

A careful analysis has been made of the operating budget for the six months period ending December 31st, and it has been determined that sufficient funds have been appropriated in the total budget to meet this request.

Whereupon said resolution was upon motion of Councilman Adams, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 50.

Councilman Mulvaney introduced a resolution appointing a Municipal Board of Elections for a period of two years, which resolution was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 51.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 11, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 11, 1951 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, Earl N. Eller, James P. Adams, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

Upon motion duly made and seconded the reading of the minutes was dispensed with.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 18, 1951 - 4:00 o'clock P

The City Council met in regular session Thursday, January 18, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, Earl W. Eller, M. C. Peterson, P. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution authorizing the Mayor of the City of Asheville to enter into a contract with the Carolina Power & Light Company, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 52.

APPLICATION FOR STREET LIGHTING SERVICE
FORM NO. 1

Date January 18, 1951

Location ASHEVILLE, NORTH CAROLINA (City or Town and State)

The undersigned, herein called "Customer" hereby applies to Carolina Power & Light Company herein called "Company" for street lighting service under its applicable Schedule No. SL-1 and its Street Lighting Service Regulations, a copy of each being hereto attached and made a part hereof. The said service is for the lighting units located within or near Asheville, N. C., and described on Exhibit(s) No. 1 & No. 2, and Rider No. 12 attached hereto as a part hereof.

It is understood that Company's acceptance of this Application will be evidenced only by the signature of its authorized representative in the space provided therefor below and when so accepted it shall constitute an Agreement as of the date hereof for the service requested to begin on 1st day of January, 1951, and continuing until the 1st day of January, 1961, and shall automatically extend (a) for a successive additional period of ten (10) years, and (b) for additional successive like periods of extension by the continued receipt and use of street lighting service, provided that either party may terminate this Agreement at the end of the original period or at the end of any extended period, by giving not less than six months' previous notice in writing to the other party of the intention to terminate same. If accepted, this Application shall constitute the only Agreement between the parties concerning the supplying of street lighting service at the location set forth herein for street lighting service. The two paragraphs appearing on the attached sheet marked "Form No. 1, Page 2", are, and shall be considered, a part of this application.

The applicable Schedules and Service Regulations hereto attached as a part of this Service Agreement are subject to change, revision, alterations or substitution either in whole or in part, made at any time or from time to time by the order or approval of the State regulatory commission having jurisdiction, and any such change, revision, alteration, or substitution shall immediately become effective as a part of this agreement.

In the event Customer defaults in the payment of bills for service and by reason thereof the illumination furnished hereunder is discontinued, such discontinuance of illumination shall not be a abrogation of this Agreement, and Customer shall not be relieved of the obligation to pay the facility charges hereunder.

IN TESTIMONY WHEREOF, Customer, pursuant to a resolution passed by its Board of Councilmen, at a regular meeting held in the City Hall on the 18th day of January, 1951, has caused this Application to be signed in its corporate name, by its Mayor, and its corporate seal to be hereto affixed and attested by its Clerk.

CITY OF ASHEVILLE

Attest:

By C. E. Morgan Mayor
Title

By Margaret Simmons Clerk
Title

Accepted: ___ day of _____, 19__

Approved as to form:

R. W. Wells
Corporation Counsel

CAROLINA POWER & LIGHT COMPANY

By _____
Authorized Representative
Title
Gen. Sales

FORM NO. 1, PAGE 2

It is understood and agreed that at any time during the term of this agreement or any extension thereof, the Company may change the installation of the thirty-three street lighting units located in the area known as Battery Park Hill from underground to overhead service.

It is, further, understood and agreed that the certain letter agreement between Company and Customer dated April 16, 1930, relating to existing underground street lighting installations in certain sections of the City of Asheville shall be and remain in full force and effect.

Councilman Abernethy introduced resolution authorizing Mayor to execute quit-claim deed to J. Z. Russell, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 53.

[illegible] (BILTMORE AVENUE)

Mr. J. G. Adams, Jr., on behalf of property owners on Biltmore Avenue, presented a petition requesting the rezoning of the lots and property fronting on both sides of Biltmore Avenue between Victoria Road and Roebling Circle from RA-6 Residential to Neighborhood Trading Area, and requested the Council to refer this matter to the Planning and Zoning Commission in order that it might be heard by the Commission at its meeting to be held on January 19th.

Mrs. E. A. Hess requested that she and other property owners opposing the rezoning of this section be given an opportunity to be heard.

Councilman Adams moved that this matter be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Peterson, and unanimously adopted.

City Manager Weldon Weir gave a brief report of the meeting of members of the Police Department, and commended Chief Enloe for his program in carrying out the police work for the city.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 25, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 25, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, P. M. Mulvaney, James P. Adams, Walter I. Abernethy, C. Fred Brown, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was received from the City of Asheville Planning and Zoning Commission relative to the rezoning of Biltmore Avenue between Victoria Road and Roebling Circle.

January 19, 1951

Mr. J. Weldon Weir, City Manager
City of Asheville
City Building
Asheville, N. C.

Dear Mr. Weir:

At the meeting of the City of Asheville Planning and Zoning Commission held today, the following action was taken on the petitions of property owners on Biltmore Avenue.

The commission recommends to the City Council that the petitions of the proponents for a neighborhood trading area on Biltmore Avenue from Victoria Road to Roebling Circle be concurred in and that the land designated in the attached petitions be rezoned from RA-6 residential area to neighborhood trading area. It is further recommended that this area so rezoned be declared to be within the fire zone of the City of Asheville.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
By Lenoir Swicegood

AR:ls

Councilman Adams moved that the recommendation of the Planning and Zoning Commission be received by the Council, and that the matter be referred to the City Manager and Corporation Counsel for preparation of ordinance to be considered and notice of hearing on said proposed amendment on February 15, 1951, which motion was seconded by Councilman Eller and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 1, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 1, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible] S. Holt, Jr.

Councilman Eller introduced a resolution authorizing Mayor to assign any and all rights of the City of Asheville as bidder at trustee's sale to Lawrence S. Holt, Jr., which was, upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 54.

Miss Margaret Ligon, librarian, invited the Council to attend the opening of the exhibition honoring Carl Sandburg.

City Manager Weldon Weir reported an offer of a Haywood Road site for a fire station in West Asheville. This site is recommended by Fire Chief J. C. Fitzgerald and E. B. Roberts, realtor, who had conducted a survey of available locations, and is within the area recommended by the National Board of Fire Underwriters. Mr. Weir stated that this site would lend itself to long-range development for various services, as well as construction of a fire station.

No action was taken by the Council on this matter.

Various other matters were discussed by the Council, including inspection of fire hydrants, and parking problems.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 8, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 8, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, C. Fred Brown, M. C. Peterson, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

An invitation was extended to the Council by Dr. Embree H. Blackard, Pastor of the Central Methodist Church, to attend a special "Community Night Program" on February 11th at 7:30.

In this connection City Manager Weldon Weir stated that this invitation had also been extended to the various departments of the city.

A resolution of the Asheville School Board was presented to the Council concerning the re-location of Gudger Street.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

RESOLUTION

WHEREAS, the Asheville School Board is the owner of all the real property adjacent to and on both sides of Gudger Street, extending from Montford Avenue Westerly and Northwesterly to a line marked "N. 5 deg. 27' E. 40.43'", as shown on a plat, hereto attached, made by Carter and Bearden, Engineers, dated January 4, 1951; and,

WHEREAS, the present Montford Avenue public school building has been condemned by constituted public authority, as being unsafe, and the Asheville School Board has under way plans for a new public school building on its Montford Avenue school properties; and,

WHEREAS, in order to best serve the interests of the school children concerned and also the public in general, the Asheville School Board has determined it is necessary to utilize the Eastern end of Gudger Street for the location of part of the said new school building, which said building will extend upon and across Gudger Street; and,

WHEREAS, it is the considered opinion of the Asheville School Board that for the proper development of the Montford Avenue school properties and for the erection of a new school building thereon, it is necessary that Gudger Street be re-located; and,

WHEREAS, the Asheville School Board has had prepared by Carter and Bearden, Engineers, a plat, dated January 4, 1951, hereto attached, showing the proposed re-location of Gudger Street, being marked on said plat "Proposed Street"; and

WHEREAS, the Asheville School Board is the owner of the real property over which the re-located Gudger Street will run, and marked on said plat "Proposed Street"; and is also the owner of the property marked on said plat "Street Proposed";

NOW, THEREFORE, BE IT RESOLVED that the Asheville School Board hereby dedicates to the City of Asheville for use as public streets that thirty-foot strip of land extending from Courtland Avenue to Gudger Street, and marked on the plat hereto attached "Proposed Street", and also that twenty-foot strip of land extending from Gudger Street Southwardly to an alley, and marked on said plat "Street Proposed".

And be it further Resolved that the City of Asheville be, and it is hereby requested to re-locate Gudger Street by closing the same from Montford Avenue Westerly and Northwesterly to a line marked on said plat "N. 5 deg. 27' E. 40.43'" and by opening a public street from Gudger Street to Courtland Avenue over that portion of the property designated on said plat "Proposed Street".

And be it further Resolved that the City of Asheville be, and it is hereby requested to open as a public street that portion of the property designated on said plat "Street Proposed".

The above resolution was introduced by Beaman L. Pinner, seconded by Mrs. E. G. Lee, and adopted at the meeting of the Asheville School Board, held on the 5 day of February, 1951.

H. E. Johnson
Chairman

J. W. Byers
Secretary

Councilman Abernethy moved that the above resolution be received as a matter of record, which motion was seconded by Councilman Eller and unanimously adopted.

Councilman Abernethy introduced a resolution authorizing Mayor to execute sale contract with F. I. Kithcart, which was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 55.

Asheville, N. C. _____

I hereby offer the sum of Ten Thousand & ($10,000.00) No/100 Dollars as a gross purchase price for the following described real estate, located at City of Asheville Cor. Haywood Rd. & Clinton St., S. E. Cor., Ward 5, Sheet 18, Lots 134 & 135 according to city tax map, City of Asheville, North Carolina, and owned by F. I. Kithcart.

The purchase price is to be as follows Ten Thousand & ($10,000.00) No/100 Dollars in cash upon delivery of deed, and balance to be paid as follows _____ and to bear interest from date of deed at rate of ____ per cent per annum, payable _____ and to be secured by Deed of Trust in usual form on said property.

It is understood and agreed that the purchaser, his heirs and assigns, is to have full right to anticipate payments and pay all or any part of the balance of principal at any time. The property is to be accepted in its present condition.

The transaction is to be closed and deed delivered, purchase price paid as herein contemplated all on or before March 10th, 1951. The title to be good and property conveyed by general warranty deed with usual covenants and free from all liens and encumbrances, except ____

Possession of the property is to be given on or before March 10th, 1951. Taxes, rents and insurance are to be prorated as of date of delivery of deed. Taxes are to be prorated from January 1, 19__.

Attached hereto is my check for $_____ as earnest money to bind this contract, which in event the offer is accepted as made is to be applied as part of the purchase price, but if for any reason it is not accepted, or a good and sufficient title cannot be given, then the entire amount is to be returned to me and I (we) will be under no obligation to accept the property.

CITY OF ASHEVILLE

ATTEST:

By C. E. Morgan (SEAL)
Mayor

Margaret Simmons
CITY CLERK

I (we) accept the above offer and deposit and agree to make conveyance in accordance with the terms thereof.

Witness our hands and seals this ____ day of _____, 19__.

F. I. Kithcart (SEAL)

By J. E. Dunn, Authorized Agent

Councilman Peterson introduced a resolution authorizing the Mayor to execute leases with Henry B. Hood; J. Alfred Miller, E. Homer Miller, Chas. W. Miller and Miller Corporation; Msgr. Louis J. Bour; and amended lease with Charles S. Norburn; for operating off-street parking facilities by city, which was, upon motion of Councilman Peterson, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 56.

NORTH CAROLINA,
BUNCOMBE COUNTY.

THIS LEASE AGREEMENT, made and entered into this 7th day of February, 1951, between HENRY B. HOOD, of Buncombe County, North Carolina, hereinafter referred to as LESSOR, and the CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation, hereinafter referred to as LESSEE:

WITNESSETH:

That Lessor, in consideration of the rents to be paid and the covenants and agreements hereinafter mentioned to be performed and kept by Lessee, does hereby lease and let unto Lessee all that tract or parcel of land situate, lying and being in the City of Asheville, Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING at a stake in the Northern margin of Haywood Street, which said stake stands North 69 deg. 25' East 40.5 feet and North 71 deg. 54' East 17.65 feet from the intersection of said Northern margin of Haywood Street with the Eastern margin of Cumberland Avenue, and runs thence with said Northern margin of Haywood Street the following courses and distances: North 71 deg. 54' East 5 feet, North 73 deg. 01' East 22.57 feet, North 74 deg. 09' East 22.54 feet, North 75 deg. 33' East 22.51 feet, North 76 deg. 49' East 22.5 feet, North 78 deg. 14' East 22.5 feet, North 79 deg. 26' East 7.38 feet to a stake, Southwestern corner of the Norburn property; thence with the Norburn line, North 12 deg. 23' West 127.96 feet to a stake in the Southern margin of an Alley; thence with said margin of said Alley South 74 deg. 13' West 129.66 feet to a stake, Northeastern corner of

the Miller property; thence with the Miller line, South 14 deg. 29' east 124.67 feet to the place of BEGINNING: Being all of Lots 3, 4, 5, 6, 7, and part of Lots 2 and 8, as shown on a plat of Property of Altamont Company and H. H. Briggs, of record in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 5, at page 111, reference to which is hereby made for further purposes of description; being also the same land and premises conveyed to the Lessor by Altamont Company by deeds dated November 3, 1924, and recorded in Deed Books 294 at pages 61 and 62.

TO HAVE AND TO HOLD the same for a term of Five (5) years, commencing on the 15th day of March, 1951, and ending with the 14th day of March, 1956, on the following terms and conditions, to-wit:

1. Beginning March 15, 1951, and on or before the 15th of each succeeding month thereafter during the life of this lease, Lessee shall pay to Lessor a monthly rental of ONE HUNDRED DOLLARS ($100.00).

2. Lessee shall, at its expense, remove the building and other permanent improvements from the leased premises, and shall proceed to so remove the same immediately upon surrender of possession thereof by Lessor's present tenant as hereinafter set forth.

3. Lessor shall, forthwith after the execution of this agreement, give the present tenant in possession of the leased premises notice canceling his lease, which lease can be cancelled at any time upon Thirty (30) days prior written notice. In the event Lessor's present tenant should refuse to surrender possession of said leased premises prior to the effective date of this lease agreement, the rent herein provided to be paid by the Lessee to the Lessor shall abate for such period of time thereafter as Lessor's present tenant holds over and remains in possession of said leased premises, and in such event Lessor shall take such steps to obtain possession of said premises as are provided by law, but in no event shall Lessor be held liable in damages for failure to give possession to Lessee at the commencement of the term of this lease, if he is prevented from so doing because of the present tenant's refusal to surrender possession to Lessor. In the event Lessor's present tenant should vacate said premises prior to the time limited in said written notice of cancellation of his lease and prior to the effective date of this lease agreement, the Lessee shall immediately, thereupon take possession of said premises, and proceed to remove the building and other permanent improvements therefrom, as hereinabove provided.

4. Lessee shall not assign this lease or sublet the premises without the written consent of Lessor, which consent, however, shall not be unreasonably withheld.

5. Lessee hereby covenants and agrees to indemnify, protect and save Lessor harmless from and against any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgments and costs, because of injury or death to persons or damage to property, accruing while such persons or property are on, approaching or leaving the leased premises, or arising from the use of the leased premises, or arising from any cause at all connected with the use by Lessee of the leased premises.

6. Notwithstanding the stated term of this lease, Lessor shall have the right to terminate this lease at any time during the term hereof, by giving unto Lessee sixty (60) days' prior written notice, PROVIDED Lessor has an immediate, bona fide plan and arrangement to improve the leased premises with buildings or other permanent improvements.

7. The Lessee shall have the option to renew this lease at the expiration thereof for an additional period of five (5) years, upon such terms and conditions as may be then agreed upon between the parties hereto, provided Lessee shall give notice in writing to the Lessor of Lessee's intention and desire negotiate said renewal not less than sixty (60) days prior to the expiration of the term of this lease.

8. It is agreed that in the event that any rent shall be due and unpaid, or in the event of any default in any of the covenants herein contained to be kept and performed by the Lessee, or breach thereof, the said Lessee shall immediately, in any such event, become a tenant at will, and it shall be lawful for said Lessor to re-enter and take possession of said premises and remove all persons and articles therefrom.

IN WITNESS WHEREOF, the said Lessor and Lessee have duly executed these presents, as of the day and year first above written.

Henry B. Hood (SEAL)
Lessor

Attest:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By C. E. Morgan
Mayor

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, Margaret Michael, a Notary Public of said State and County, do hereby certify that HENRY B. HOOD personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 7th day of February, 1951.

My Commission Expires:
July 22, 1952
(Seal)

Margaret S. Michael
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, Lillian Ducker, a Notary Public of said State and County, do hereby certify that this day personally appeared before me C. E. MORGAN, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by him, in behalf of said City of Asheville, by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said City of Asheville.

WITNESS my hand and Notarial Seal, this 9 day of February, 1951.

My commission expires:
Dec. 16, 1952
(Seal)

Lillian Ducker
Notary Public

NORTH CAROLINA,
BUNCOMBE COUNTY.

THIS LEASE AGREEMENT, made and entered into this ____ day of February, 1951, between J. ALFRED MILLER, E. HOMER MILLER, CHAS. N. MILLER and MILLER CORPORATION, a corporation of the State of North Carolina, hereinafter referred to as LESSORS, and the CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation, hereinafter referred to as LESSEE:

WITNESSETH:

That Lessors, in consideration of the rents to be paid and the covenants and agreements hereinafter mentioned to be performed and kept by Lessee, do hereby lease and let unto Lessee all that tract or parcel of land situate, lying and being in the City of Asheville, Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING at a stake at the intersection of the Northern margin of Haywood Street with the Eastern margin of Cumberland Avenue, and runs thence with said Northern margin of Haywood Street North 69 deg. 25' East 40.5 feet to a stake, and North 71 deg. 54' East 17.65 feet to a stake, Southwestern corner of the Henry B. Hood property; thence with the Hood line North 14 deg. 29' West 124.67 feet to a stake in the Southern margin of an Alley, Hood's Northwest corner; thence with said margin of said Alley, South 74 deg. 13' West 107.58 feet to a stake at the intersection of the Southern margin of said Alley with the Eastern margin of Cumberland Avenue; thence with said margin of Cumberland Avenue, South 35 deg. 45' East 137 feet to the place of BEGINNING: Being all of Lot 9 and part of Lot 8 as shown on a plat of property of Altamont Company and H. H. Briggs, of record in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 5, page 111; being also the same land and premises conveyed to the Lessors by deed dated January 18, 1939, from Wachovia Bank and Trust Company, recorded in said office in Deed Book 513, page 386; reference to which said plat and deed is hereby made for further purposes of description.

TO HAVE AND TO HOLD the same for a term of Five (5) years, commencing on the 15th day of March, 1951, and ending with the 14th day of March, 1956, on the following terms and conditions, to-wit:

1. Beginning March 15, 1951, and on or before the 15th of each succeeding month thereafter during the life of this lease, Lessee shall pay to Lessors a monthly rental of FORTY DOLLARS ($40.00), or 1/12 of the assessed valuation of said leased premises, whichever is greater.

2. Lessee shall, at its expense, prepare and improve said land for parking lot purposes; and Lessee hereby covenants and agrees to indemnify, protect and save Lessors harmless from and against any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgments, and costs, because of injury or death to persons or damage to property, accruing while such persons or property are on, approaching or leaving the leased premises, or arising from the use of the leased premises, or arising from any cause at all connected with the use by Lessee of the lease premises.

3. Lessee shall not assign this lease or sublet the premises without the written consent of Lessors, which consent, however, shall not be unreasonably withheld.

4. Notwithstanding the stated term of this lease, Lessors shall have the right to terminate this lease at any time during the term hereof, by giving unto Lessee sixty (60) days' prior written notice, PROVIDED Lessors have an immediate, bona fide plan and arrangement to improve the leased premises with buildings or other permanent improvements.

5. It is agreed that in the event that any rent shall be due and unpaid, or in the event of any default in any of the covenants herein contained to be kept and performed by the Lessee, or breach thereof, the said Lessee shall immediately, in any such event, become a tenant at will, and it shall be lawful for said Lessor to re-enter and take possession of said premises and remove all persons and articles therefrom.

IN WITNESS WHEREOF, the said Lessors and Lessee have duly executed these presents, as of the day and year first above written.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ATTEST:

MILLER CORPORATION

_____
Secretary

By _____
President

ATTEST:

CITY OF ASHEVILLE

_____
City Clerk

By _____
Mayor

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, _____, a Notary Public of said State and County, do hereby certify that J. ALFRED MILLER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this ____ day of February, 1951.

My commission expires:

_____
Notary Public

STATE OF
COUNTY OF

I, _____, a Notary Public of said State and County, do hereby certify that E. HOMER MILLER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this ____ day of February, 1951.

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of said State and County, do hereby certify that CHAS. W. MILLER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this ___ day of February, 1951.

My commission expires:

_____
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE.

I, _____, a Notary Public of said State and County, do hereby certify that this day personally appeared before me _____, who, being by me duly sworn, says that he is the President of Miller Corporation, the corporation described in and which executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation by authority duly given, and the said _____ acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this _____ day of February, 1951.

My commission expires:

_____
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, _____, a Notary Public of said State and County, do hereby certify that this day personally appeared before me C. E. MORGAN, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by him, in behalf of said City of Asheville, by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said City of Asheville.

WITNESS my hand and Notarial Seal, this _____ day of February, 1951.

My commission expires:

_____
Notary Public

NORTH CAROLINA,
BUNCOMBE COUNTY.

THIS LEASE AGREEMENT, made and entered into this 7th day of February, 1951, between MSGR. LOUIS J. BOUR, Vicar Foranae, acting for and in behalf of the successor in office to the Right Rev. William J. Hafey, Bishop of the Roman Catholic Diocese of Raleigh, North Carolina, hereinafter referred to as LESSOR, and the CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation, hereinafter referred to as LESSEE:

WITNESSETH:

That Lessor, in consideration of the rents to be paid and the covenants and agreements hereinafter mentioned to be performed and kept by Lessee, does hereby lease and let unto Lessee all that tract or parcel of land situate, lying and being in the City of Asheville, Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING at a stake in the Western margin of Flint Street, the Northeast corner of the Catholic Church lot, and runs thence in a Northerly direction with said margin of Flint Street 106 feet to a stake, Southeastern corner of the W. L. Shope property; thence in a Westerly direction with the Southern line of the said Shope property 177 feet to a stake in the Mackey line; thence with said Mackey line in a Southerly direction 82 feet to a stake in the North line of the old Summey lot; thence with said line of the Summey lot and the North line of the Catholic Church lot in an Easterly direction to the BEGINNING: Being the same land and premises conveyed by Julia A. Lee, widow, to Rt. Rev. William J. Hafey, Bishop of the Roman Catholic Diocese of Raleigh, N. C., by deed dated May 4, 1931, of record in the office of the Register of Deeds for Buncombe County, N. C., in Book 435, at page 136, and being also designated on the City of Asheville Tax Maps as Lot 133, Sheet 1, Ward 3.

TO HAVE AND TO HOLD the same for a term of Five (5) years, commencing on the 15th day of March, 1951, and ending with the 14th day of March, 1956, on the following terms and conditions, to-wit:

1. Beginning March 15, 1951, and on or before the 15th day of each succeeding month thereafter during the life of this lease, Lessee shall pay to Lessors a monthly rental of TWENTY DOLLARS ($20.00).

2. Lessee shall, at its expense, remove the metal garage building from said premises and prepare and improve said land for parking lot purposes; and Lessee hereby covenants and agrees to indemnify, protect and save Lessor and Lessor's principal harmless from and against any and all losses, damages, claims, liabilities, suits and actions, whether in law or equity, judgments and costs, because of injury or death to persons or damage to property, accruing while such persons or property are on, approaching or leaving the leased premises, or arising from the use of the leased premises, or arising from any cause at all connected with the use of the leased premises.

3. Lessee shall not assign this lease or sublet the premises without the written consent of the Lessor, which consent, however, shall not be unreasonably withheld.

4. Notwithstanding the stated term of this lease, Lessor shall have the right to terminate this lease at any time during the term hereof, by giving unto Lessee sixty (60) days' prior written notice, PROVIDED Lessor has an immediate, bona fide plan and arrangement to improve the leased premises with buildings or other permanent improvements.

5. It is agreed that in the event that any rent shall be due and unpaid, or in the event of any default in any of the covenants herein contained to be kept and performed by the Lessee, or breach thereof, the said Lessee shall immediately, in any such event, become a tenant at will, and it shall be lawful for said Lessor to re-enter and take possession of said premises and remove all persons and articles therefrom.

IN WITNESS WHEREOF, the said Lessor and Lessee have duly executed these presents, as of the day and year first above written.

MSGR. Louis J. Bour (SEAL)

CITY OF ASHEVILLE

ATTEST:

By C. E. Morgan
Mayor

Margaret Simmons
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Margaret S. Michael, a Notary Public of said State and County, do hereby certify that MSGR. LOUIS J. BOUR, Vicar Foranae, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and in behalf of the Successor in Office to the Rt. Rev. William J. Hafey, Bishop of the Roman Catholic Diocese of Raleigh, N. C., for the purposes therein expressed.

Witness my hand and Notarial Seal, this 7 day of February, 1951.

My commission expires:
July 22, 1952.

Margaret S. Michael
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE.

I, Lillian Ducker, a Notary Public of said State and County, do hereby certify that this day personally appeared before me C. E. MORGAN, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by him, in behalf of said City of Asheville, by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said City of Asheville.

WITNESS my hand and Notarial Seal, this 9 day of February, 1951.

My commission expires:
Dec. 16, 1952

Lillian Ducker
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made this 8 day of February, 1951, by and between CHARLES S. NORBURN and wife, HELEN J. NORBURN of the County of Buncombe, State of North Carolina, parties of the first part, hereinafter called Landlords, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, party of the second part, hereinafter called the Tenant;

WITNESSETH:

THAT WHEREAS, on the 1st day of October, 1950 the parties hereto entered into a certain lease whereby the Lessor leased to the tenant for a certain number of years beginning on October 1, 1950 the premises known and described therein, designated as Lots 155, 303½, 152, 151, 153, 154, and 134, Sheet 1, Ward 3 on the city tax maps; and

WHEREAS, since the execution of said lease the tenant has entered into leases with Henry B. Hood; J. Alfred Miller and others; and Msgr. Louis J. Bour for certain properties in the immediate vicinity of said Norburn property, to be operated by the city in conjunction with said Norburn property as a single off-street parking facility; and

WHEREAS, said Hood, Miller and Bour leases provide for monthly rentals to be paid by the city, the payment of which said monthly rentals the parties hereto have agreed to be made out of the first moneys received by the City of Asheville from the operation of all of said properties, including the Norburn property, as a single off-street parking project prior to the payment by the city of the monthly rental of 40% of the gross receipts obtained by the city from the operation of the entire premises as a single public off-street parking facility;

NOW, THEREFORE, in consideration of the premises and the payment of One Dollar each to the other, receipt of which is hereby acknowledged, it is mutually agreed that the premises described in the lease between the parties hereto hereinabove referred to are hereby leased unto the said tenant under the same terms and conditions as were contained in said lease between the parties hereto except that it is mutually agreed that the tenant pay as rental for said leased premises 40% of all gross receipts which the tenant may receive from any operation conducted on the property leased by the tenant from Henry B. Hood; J. Alfred Miller and others; and Msgr. Louis J. Bour, and including Charles S. Norburn, whether conducted by the tenant or as a rental license or other proceeds received by the tenant from any concession which may be operated thereon, provided that prior to the rental payment set out above the tenant shall pay the monthly rentals to Henry B. Hood, J. Alfred Miller and others, and Msgr. Louis J. Bour, as set out in the leases of the City of Asheville with said parties, a copy of each of said three leases is attached hereto and made a part hereof. Payment to be made of such rentals by the tenant on or before the tenth day of each month for 40% of gross receipts taken in by or paid to the tenant during the preceding calendar month.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the party of the second part has hereto caused this instrument to be executed in its name by its Mayor, and attested to by its Clerk, and the corporate seal attached, under and by virtue of authority duly granted by resolution adopted by the Council of the City of Asheville. This contract and the resolution authorizing the same having been duly submitted to and approved as to form by the Corporation Counsel, and all matters and things necessary and proper for the said City of Asheville to execute this contract have been duly and properly done, this the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
CITY CLERK

By C. E. Morgan
MAYOR

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, _____, a Notary Public of said State and County, do hereby certify that CHARLES S. NORBURN and wife, HELEN J. NORBURN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this ____ day of _____, 1951.

My commission expires:

_____
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

This the 9 day of Feb., 1951, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, C. E. MORGAN, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:
Dec. 16, 1952
(SEAL)

Lillian Ducker
Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

Each of the foregoing certificates, namely of _____ and _____, a Notary or Notaries Public of the State and County designated, is adjudged to be correct. Let the instrument and the certificates be registered.

This ____ day of _____, 1951.

_____
Deputy Clerk Superior Court, Buncombe County, N. C.

Filed for registration on the ____ day of _____, 1951, at _____ M.

_____
Register of Deeds

City Manager Weldon Weir gave a brief report of his trip to Raleigh to attend a Senatorial hearing on a proposal to give cities a greater share of highway funds.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 15, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 15, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, M. C. Peterson, F. M. Mulvaney, Walter I. Abernethy, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was read from the Biltmore Men's Club endorsing the widening project of Hendersonville Road.

PUBLIC SERVICE COMPANY OF NORTH

Resolution requesting Federal Power Commission to grant Public Service Company of North Carolina, Incorporated certificate as applied for in Docket G-1407 was introduced by Councilman Eller, and, upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 57.

Mr. Sanford W. Brown, attorney, presented a petition requesting the widening of Spruce Street from College to Woodfin Street.

Mr. Sanford W. Brown, attorney, presented a request that the City of Asheville instigate ...

...operate in the completion of a heavy duty motor freight road along the east bank of the French Broad River from the Sevier Farm on the Marshall Highway to the intersection of Meadow Brook Road with Biltmore Avenue north of Biltmore Bridge.

Councilman Peterson moved that said petition and request be referred to the City Manager, which motion was seconded by Councilman Eller, and unanimously adopted.

This being the date set for the public hearing on proposed amendment to the Zoning Ordinance relative to the rezoning of Biltmore Avenue between Victoria Road and Roebling Circle, those speaking in favor of said proposed amendment were Mr. J. G. Adams, Jr., attorney, representing certain property owners, and Mr. Rex Reed. Those opposed to said amendment were Mrs. E. A. Hess, Mrs. E. B. Praytor, and Mrs. J. S. Lee.

Whereupon Ordinance #341, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was introduced by Councilman Eller, and was, upon motion of Councilman Eller, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 22, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 22, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, F. M. Mulvaney, M. C. Peterson, Earl W. Eller, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #341, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Eller, seconded by Councilman Adams, unanimously passed on its second reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

City Manager Weldon Weir advised the Council that the owners of the Margo Terrace property had offered the City a lease on the site for use as a municipal parking lot.

No action was taken on this matter by the Council.

Mr. J. F. Davis appeared before the Council with a protest against the bus service provided the public by the White Transportation Company, particularly in regard to bus schedules.

City Manager Weldon Weir was requested to look into this matter and see what can be done to help this situation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 1, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 1, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, C. Fred Brown, James P. Adams, Frank M. Mulvaney, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #341, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Eller, seconded by Councilman Adams, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Fller voted "aye"
Councilman Delvaney voted "aye" — Councilman Brown voted "aye"
Councilman Adams voted "aye" — Mayor Morgan voted "aye"

ORDINANCE NO. 341

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets, and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That all of that property in the City of Asheville bounded and described as follows be and is hereby rezoned from RA-6 Residential District to Neighborhood Trading Area:

BEGINNING on the south margin of Victoria Road at the northwest corner of Lot 6½, of Sheet 12 of Ward 4 as said lot appears on the tax maps of Asheville and Buncombe County, and extending therefrom in a southerly direction with the western boundary lines of the lots abutting the west margin of Biltmore Avenue as the same are shown on said tax maps, but in no event more than 250 feet distant from Biltmore Avenue, to the north margin of Roebling Circle at the southwest corner of Lot 4 of Sheet 13 of Ward 4 as shown on said tax maps; thence extending with the north margin of Roebling Circle to the west margin of Biltmore Avenue; thence crossing Biltmore Avenue to the north margin of Finalee Avenue at its intersection with the east margin of Biltmore Avenue; thence extending with the north margin of Finalee Avenue in an easterly direction to a point 250 feet distant from Biltmore Avenue; thence extending in a northerly direction on lines parallel to the meanders of Biltmore Avenue to the north margin of Caledonia Road; thence extending in a northwesterly direction to the southeast corner of Lot 14 of Sheet 9, Ward 1 as the same appears on said tax maps; thence extending with the eastern lines of the several lots abutting on the east margin of Biltmore Avenue as shown on Sheets 9 and 8 of Ward 1 of said tax maps, but in no event more than 250 feet distant from Biltmore Avenue, to a point in the north line of Lot 59 of Sheet 8, Ward 1 of said tax maps, 250 feet distant from the east margin of Biltmore Avenue; thence extending with the north line of said Lot 59 of Sheet 8, Ward 1 in a westerly direction to the east margin of Biltmore Avenue; thence crossing Biltmore Avenue and extending in a southerly direction to the intersection of the south margin of Victoria Road with the west margin of Biltmore Avenue; thence extending with the south margin of Victoria Road to the beginning point.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map..

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

Upon the adoption of the foregoing ordinance, this 15 day of February, 1951.

E. W. Eller
COUNCILMAN

SECONDED BY: Jas. P. Adams
COUNCILMAN

Read, approved and adopted, this 1st day of March, 1951, to become effective 16th day of March, 1951.

C. E. Morgan
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

J. W. Wells
ASSISTANT CITY COUNSEL

Councilman Abernethy introduced resolution authorizing Mayor to enter into lease with Charles D. Franklin for certain property on Riverside Drive, which was, upon motion of Councilman Abernethy, seconded by Councilman Fller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 58.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of March, 1951, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called LESSOR, and CHARLES D. FRANKLIN, party of the second part, hereinafter called LESSEE;

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor, the following described property:

lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of Riverside Drive, which said stake is located by measuring from an iron pin in the western margin of said Riverside Drive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in plat book 8 page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County Tax Maps, and runs thence with said western margin of said Riverside Drive the following courses and distances: South 20 deg. East 523 feet to a stake, and South 15 deg. 50' East 193.1 feet to said beginning stake, said beginning stake being the southeast corner of that property described in a lease from the party of the first part to the party of the second part, dated 5/11/50; thence runs from said beginning stake south 74 deg. 10' west with the southern boundary line of said property described in said lease dated 5/11/50 360 feet to a stake at the eastern bank of the French Broad River; thence in a southern direction with the eastern bank of said French Broad River 150 feet, more or less, to a stake in the eastern bank of said river; thence runs north 74 deg. 10' east 387 feet to a stake in the western margin of said Riverside Drive; thence with said western margin of said Riverside Drive north 15 deg. 50' west 150 feet to the place of BEGINNING, being a part of tracts 1 and 3 as described in a deed dated October 31, 1924 from the French Broad Paper Company to the City of Asheville, recorded in the office of the Register of Deeds for Buncombe County, N. C. in book 295 at page 258, and being also a part of Lots 7 and 5, Sheet 10, Ward 3, Buncombe County Tax Maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of 4 2/12 years, commencing on the 1st day of March, 1951 and ending on the 15 day of May, 1955.

2.

The lessee shall pay the annual rental of $400.00, payable in equal monthly installments of $33.33 on or before the 15th day of each and every month in advance.

3.

This lease shall not be assigned or the leased premises sub-let without the written consent of the lessor.

4.

That the lessee upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

5.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

6.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

7.

The lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner that any unsightly objects or material on said premises are screened from public view.

8.

Party of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

9.

Upon agreement of the lessor and lessee a renewal or extension of this lease may be negotiated.

10.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor without any other notice or demand may terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the lessor may in lieu of the above or in combination therewith pursue any other lawful right or remedy incident to the relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal, this the day and year first above written.

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

Charles D. Franklin (SEAL)

Councilman Mulvaney introduced resolution authorizing Mayor to execute agreement with State Highway and Public Works Commission for State Project 9086, which was, upon motion of Councilman Mulvaney, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 59.

NORTH CAROLINA

STATE HIGHWAY AND PUBLIC WORKS COMMISSION
MUNICIPALITY OF ASHEVILLE
COUNTY OF BUNCOMBE. IN RE: PROJECT 9086

WHEREAS, the STATE HIGHWAY AND PUBLIC WORKS COMMISSION has prepared plans to make certain street improvements covered by the above captioned project within the MUNICIPALITY OF ASHEVILLE, COUNTY OF BUNCOMBE, consisting of the improvement of Project 9075 by widening to four lanes.

AND WHEREAS, the City Council of said municipality has approved the construction of said improvements in accordance with said plans and has agreed to participate in the manner and to the extent hereinafter set out;

NOW, THEREFORE, IT IS AGREED that, as a part of the condition on which said project is to be recommended, approved, and constructed, the said municipality will reimburse to the extent of thirty-three and one-third per cent (33 1/3%), the State Highway and Public Works Commission for all expenditures which it may make in acquiring or on account of rights of way for said project within the City Limits of Asheville with widths as shown on plans of the project, and such additional widths as may be necessary for the construction of this project, within the city limits of Asheville and the removal therefrom of all obstructions of any kind or character necessary for the construction of said project within the city limits of Asheville in accordance with approved plans;

And the said municipality will exercise any rights which it may have under any franchises to effect the changing, adjusting, or relocating of telephone, telegraph or electric power lines or underground cables without expense to the Commission, and will, without cost to the Commission, provide for the laying, changing, relaying or repairing of any necessary water, sewer, gas or other pipelines or conduits, together with all necessary house or lot connections or services extending to the outer edges of said project, whether made necessary by the widening of existing or the construction of new or relocated streets or sidewalks within the city limits of Asheville, for the construction of the above described project. All such work either to be done or arranged for in a manner satisfactory to the Commission, prior to the commencement of the construction of the project herein referred to.

The Commission reserves the right to withhold the awarding of any contract for this project until said municipality pays to the Commission, or until satisfactory arrangements have been made to pay the said Commission, the amount estimated to be its proportionate part of the aforesaid costs, provided that this said estimate be adjusted to the proportionate part of actual costs when cost figures are obtainable.

IT IS UNDERSTOOD AND AGREED that the approval of this project by the State Highway and Public Works Commission is subject to the conditions of this agreement and that no expenditure of funds on the part of the Commission will be made until the terms of this agreement have been complied with on the part of the said municipality.

IN WITNESS WHEREOF, this agreement has been executed in duplicate on the part of the said municipality by authority duly given, as evidenced by attached certified copy of resolution, ordinance, or charter provisions, as the case may be, authorizing the same on the 1st day of March, 1951.

ATTEST:

Margaret Simmons
CLERK

MUNICIPALITY OF ASHEVILLE

By C. E. Morgan
MAYOR

AGREEMENT ACCEPTED:

ATTEST:

SECRETARY

STATE HIGHWAY AND PUBLIC WORKS COMMISSION

By
CHAIRMAN

APPROVED AS TO FORM AND LEGALITY:

GENERAL COUNSEL, STATE HIGHWAY AND PUBLIC WORKS COMMISSION

Councilman Adams introduced resolution authorizing and directing Mayor to execute leases with Dr. William F. Hillier, Jr., and Dr. Marvin H. McCracken for space in city building, which was, upon motion of Councilman Adams, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 60.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of March, 1951, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. WILLIAM F. HILLIER, JR., of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 504-506, containing 957 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for [illegible] beginning March 1, 1951 and ending February 29, 1952.

3. The Lessee shall have the right to renew this lease for an additional [illegible] terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) [illegible] year, payable in equal monthly installments of $79.75 each in advance on the first day [illegible] ginning on the first day of March, 1951 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as soon as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately [illegible] and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except moveable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term thereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 1st day of March, 1951, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. MARVIN H. McCRACKEN, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

That Whereas, on the 1st day of August, 1949 the parties hereto entered into a certain lease whereby the lessor leased to the lessee Room 513, containing 443 square feet of floor space in the City Hall Building; and

Whereas, the parties have agreed that the Lessor lease to the Lessee certain additional space consisting of two additional rooms, being 895 square feet of floor space in said building;

Now, therefore, it is mutually agreed, and the Lessor hereby leases to the lessee the following

scribed premises, viz.: two rooms in addition to and adjoining Room 513, which two rooms consist of 895 square feet of floor space in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office, for a term beginning the first day of March, 1951 and ending July 31, 1952, at a rental rate of One Dollar per square foot per year, as specified in the above lease, payable at the times and under the conditions therein set forth; and that all of the terms, conditions and covenants set forth in the above described lease apply to the additional 895 square feet of floor space as fully as if set forth herein.

IN TESTIMONY THEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

(SEAL)

City Manager Weldon Weir advised the Council that the property on which the new West Asheville Fire Station was to be constructed had been purchased, and that plans for the building would be presented to the Council for approval at an early date.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
Mayor

Margaret Simmons
City Clerk

Thursday, March 8, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 8, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, Walter I. Abernethy, James P. Adams, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

KENILWORTH COMMUNITY CLUB - FIRE STATION

A petition from the Kenilworth Community Club, signed by a majority of the property owners of that section, was presented requesting greater fire protection for this area.

Councilman Eller moved that this petition be referred to the City Manager for investigation, which motion was seconded by Councilman Adams and unanimously adopted.

LIBRARY - CRIB TO COLLEGE

A communication was received from the Crib to College Club endorsing the establishment of a branch library in West Asheville.

The Council requested the City Manager to make a survey to learn the experience of other cities on the establishing of branch libraries.

City Manager Weldon Weir advised the Council that legislation is now pending pertaining to the city and county water agreement, and requested instructions from the Council regarding the issuance of $2,750,000 in bonds for construction of an impounding dam and improvement of the distribution system.

Corporation Counsel R. W. Wells advised that in order to comply with the law the bond application must be in the hands of the Local Government Commission 40 days before a vote can be taken on the ordinance authorizing the issuance of said bonds, and for this reason it will be necessary that the ordinance be read three times and adopted at the next week's session of the Council, together with the necessary resolutions, if the City is to avoid the expense of a special election.

The Council discussed this matter, pointing out that an additional water supply is needed for the growth of the city, the health of the city as it now stands, and the danger of a water shortage.

In order that the public may be familiar with the facts an invitation was extended to be present at the next session of the Council to participate in a discussion of the matter.

Councilman Mulvaney moved that the City Manager and Corporation Counsel be instructed to prepare the necessary ordinances and resolutions for the submission of this bond issue to a vote of the people, which motion was seconded by Councilman Adams and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 15, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 15, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, James P. Adams, Earl W. Eller, M. C. Peterson, Frank M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan. Absent: Councilman Walter I. Abernethy.

The minutes of the previous meeting were read and approved.

RESIGNATION OF W. W. MICHALOVE AS CHAIRMAN OF CIVIL SERVICE COMMISSION

The resignation of Mr. W. W. Michalove as chairman of the Civil Service Commission was presented to the Council.

February 21, 1951

Honorable Clarence E. Morgan
Mayor, City of Asheville
City Hall
Asheville, N. C.

Dear Mr. Morgan:

Owing to the pressure of my own business affairs, I find it will be impossible for me to continue to serve as chairman of the Civil Service Commission, and hereby tender my resignation to become effective March 15, 1951.

It has been a source of great satisfaction to work with you, the men of the Police and Fire Departments and all of the City Officials.

At this time my personal observation is that the Police Dept. is operating more efficiently than in many years past. The Fire Dept. without a doubt, has operated efficiently continuously. The past three years having shown the most marked improvement in relations within the departments.

March 15th will mark the eighth year that I have served as a member of the commission under different administrations and full cooperation has always been had with all members of the commission, these under the classified service and department heads.

If at any time you wish to call upon me for the benefit of my past experience with the commission or if in any way I can be of service, do not hesitate to let me know.

It is with reluctance that I tender my resignation.

Most Sincerely,

S/ W. W. Michalove
W. W. Michalove

WWV/mh

Councilman Brown complimented Mr. Michalove in the service he has rendered, and moved that his resignation be accepted with regret, and that the City Manager and Corporation Counsel be instructed to prepare the proper procedure for calling an election to elect a successor, which motion was seconded by Councilman Mulvaney and unanimously adopted.

City Manager Weldon Weir also expressed appreciation of Mr. Michalove's work as a member of the Civil Service Commission.

PARKING METER ZONES -

Councilman Mulvaney introduced a resolution establishing parking meter zones, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 61.

SCHOOL BOARD -

Councilman Brown introduced resolution appointing Asheville School Board, which was, upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 62.

WATER BONDS

City Manager Weldon Weir, with the use of charts and photographs, explained briefly the aims and need for a water expansion program.

WATER BONDS - APPLICATION

Councilman Eller introduced in written form a resolution entitled "A RESOLUTION AUTHORIZING THE MAYOR TO MAKE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR ITS APPROVAL OF A PROPOSED ISSUE OF $2,750,000 OF WATER BONDS", which, upon motion of Councilman Eller, duly seconded by Councilman Brown, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book #3 at page 63.

DEBT STATEMENT - DESIGNATION OF OFFICER AS OFFICER WHO SHALL PREPARE AND FILE STATEMENTS

Councilman Peterson introduced in written form a resolution entitled "A RESOLUTION DESIGNATING THE CITY MANAGER AS THE OFFICER WHO SHALL PREPARE AND FILE SWORN STATEMENTS OF INDEBTEDNESS AND MAKE CERTAIN ESTIMATES PURSUANT TO THE REQUIREMENTS OF THE MUNICIPAL FINANCE ACT, 1921 (GENERAL STATUTES, SECTION 160-383)",

which, upon motion of Councilman Peterson, duly seconded by Councilman Mulvaney, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book #3 at page 64.

Councilman Adams introduced in written form an ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF $2,750,000 OF BONDS OF THE CITY OF ASHEVILLE FOR THE RECONSTRUCTION, ENLARGEMENT AND EXTENSION OF ITS WATERWORKS SYSTEM", which, upon motion of Councilman Adams, duly seconded by Councilman Eller, was unanimously passed on its first reading. The vote upon the passage of this ordinance on its first reading was taken by yeas and nays and was as follows:

For the passage of the ordinance on its first reading: Councilmen Mulvaney, Peterson, Adams, Eller, Brown, and Mayor Morgan.

No one voted against the passage of the ordinance on its first reading.

The City Clerk then presented to the Council a written statement entitled "STATEMENT OF DEBT AND ASSESSED VALUATION OF THE CITY OF ASHEVILLE, NORTH CAROLINA, MADE PURSUANT TO THE MUNICIPAL FINANCE ACT, 1921, AS AMENDED." The following is a copy of this statement:

STATEMENT OF DEBT AND ASSESSED VALUATION
OF THE CITY OF ASHEVILLE, NORTH CAROLINA,
MADE PURSUANT TO THE MUNICIPAL FINANCE
ACT, 1921, AS AMENDED.

I, J. Weldon Weir, City Manager of the City of Asheville, North Carolina, having been designated by the Council of said City to make and file with the City Clerk a statement pursuant to The Municipal Finance Act, 1921, as amended, DO HEREBY CERTIFY that the following is a true statement of said City as shown by the books in my office, not taking into consideration any debt incurred in anticipation of the collection of taxes or in anticipation of the sale of bonds:

(a) GROSS DEBT

a(1) Outstanding debt, not evidenced by bonds.....$ None

a(2) Outstanding bonded debt:

Date of Issue	Purpose of Issue	Amount of Issue
July 1, 1936	Refunding General	11,148,824.19
" "	" (Series 2)	117,760.40
" "	Funding (Series 2)	12,690.32
January 1, 1904	Refunding	2,000.00
September 1, 1926	Water	1,000.00
April 15, 1929	General Corporate Notes	1,000.00
July 1, 1936	Water Refunding	4,866,332.60
July 1, 1936	*Beaverdam Water & Sewer Ref.	314,917.38
" "	*Caney Valley Sanitary Sewer Dist.	12,584.44
" "	*East Biltmore Sanitary Sewer Ref.	13,388.16
" "	*South Buncombe Water & Watershed Ref.	108,713.60
" "	*Swannanoa Water & Sewer Ref.	373,994.40

*Share assumed by city under statute & contract.

TOTAL BONDED DEBT, $ 16,973,205.

a(3) Bonded debt to be incurred under ordinances passed or introduced.....
Bonds for reconstructing, enlarging and extending the waterworks system.....$ 2,750,000

(a) GROSS DEBT, being the sum of a(1), a(2) and a(3)..... 19,723,205.

(b) DEDUCTIONS

b(1) Unissued funding or refunding bonds included in Gross Debt.....$

b(2) Sinking Funds or other funds held for the payment of any part of the gross debt other than debt incurred for schools, water, gas, electric light or power purposes or two or more of said purposes.....$ 7,741.99

b(3) Uncollected special assessments heretofore levied on account of local improvements for which any part of the gross debt was or is to be incurred, and which will be applied when collected to the payment of some part of the gross debt.....$ None

b(4) Amount, as estimated by the City Manager, of special assessments to be levied on account of local improvements for which any part of the gross debt was or is to be incurred and which when collected will be applied to the payment of some of the gross debt.....$ None

b(5) Bonded debt included in gross debt and incurred or to be incurred for water, gas, electric light or power purposes or two or more of said purposes.....$ 8,416,323.61
(includes share 3 water districts & 2,750,000 to be issued)

b(6) The amount which the City will be entitled to receive from any railroad or street railway company under contract heretofore made for payment by such company of all or a portion of the cost of eliminating a grade crossing or crossings within the City, which amount will be applied, when received, to the payment of some part of the gross debt.....$ None

b(7) Indebtedness included in gross debt and incurred for school purposes.....$ None

(b) DEDUCTIONS, being the sum of b(1), b(2), b(3), b(4), b(5), b(6), and b(7).....$ 8,424,072.61

(c) NET DEBT, being the difference between the GROSS DEBT (a) and the DEDUCTIONS (b).....$11,299,132.88

(d) ASSESSED VALUATION

(d) ASSESSED VALUATION of property as last fixed for municipal taxation, being the valuation fixed in 1950.....$68,083,173.00

(e) DEBT RATIO

(e) Percentage which the net debt bears to said assessed valuation..... 16.60%

The foregoing statement is true.

J. Weldon Weir
City Manager of the City of Asheville

State of North Carolina)
) ss
County of Buncombe)

Subscribed and sworn to before me this 15 day of March, 1951.

Lillian Ducker
Notary Public
(Seal)

My commission expires Dec. 16, 1952

I hereby certify that the foregoing is a true copy of a statement filed with me as City Clerk of the City of Asheville, North Carolina, on March 15, 1951, at a meeting of the Council of said City, after the introduction and before the final passage of an ordinance authorizing $2,750,000 bonds for reconstructing, enlarging and extending the waterworks system of said City, which statement has been since its filing open to public inspection in my office.

WITNESS my hand and the corporate seal of said city, this 15 day of March, 1951.

(Seal)

Margaret Simmons
City Clerk of the City of Asheville, North Carolina.

The City Clerk reported that the above mentioned statement was sworn to by the City Manager

and filed with the City Clerk after the introduction of the bond ordinance introduced at this meeting, entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF $2,750,000 OF BONDS OF THE CITY OF ASHEVILLE FOR THE RECONSTRUCTION, ENLARGEMENT AND EXTENSION OF ITS WATERWORKS SYSTEM". The statement was examined and considered by the Council.

Upon motion of Councilman Mulvaney, duly seconded by Councilman Brown, the Charter requirement that the above mentioned Bond Ordinance be read on three separate days was dispensed with by the following vote:

For dispensing with such requirement: Councilmen Mulvaney, Peterson, Adams, Eller, Brown, and Mayor Morgan.

No one voted against dispensing with such requirement.

Upon motion of Councilman Adams, duly seconded by Councilman Eller, the ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF $2,750,000 OF BONDS OF THE CITY OF ASHEVILLE FOR THE RECONSTRUCTION, ENLARGEMENT AND EXTENSION OF ITS WATERWORKS SYSTEM", was unanimously passed on its second reading. The vote upon the passage of this ordinance on its second reading was taken by yeas and nays and was as follows:

For the passage of the ordinance on its second reading: Councilmen Mulvaney, Peterson, Adams, Eller, Brown, and Mayor Morgan.

No one voted against the passage of the ordinance on its second reading.

The ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF $2,750,000 OF BONDS OF THE CITY OF ASHEVILLE FOR THE RECONSTRUCTION, ENLARGEMENT AND EXTENSION OF ITS WATERWORKS SYSTEM" was thereupon read in full, and, upon motion of Councilman Adams, duly seconded by Councilman Eller, was unanimously passed and adopted upon its third and final reading. The vote upon the passage and adoption of this ordinance on its third and final reading was taken by yeas and nays and was as follows:

For the passage and adoption of the ordinance on its third and final reading: Councilmen Mulvaney, Peterson, Adams, Eller, Brown, and Mayor Morgan.

No one voted against the passage and adoption of the ordinance on its third and final reading.

The following is a copy of the ordinance:

ORDINANCE NO. 342

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $2,750,000 OF BONDS OF THE CITY OF ASHEVILLE FOR THE RECONSTRUCTION, ENLARGEMENT AND EXTENSION OF ITS WATERWORKS SYSTEM

BE IT ORDAINED by the Council of the City of Asheville:

Section 1. The Council of the City of Asheville has ascertained and hereby determines that it is necessary to reconstruct, enlarge and extend the waterworks system now owned and operated by said City, the estimated cost of which improvements and extensions is $2,750,000.

Section 2. The Council of the City of Asheville has also ascertained and hereby determines that such reconstruction, enlargement and extension of the waterworks system is a necessary expense of said City within the meaning of Section 7 of Article VII of the Constitution of North Carolina, and is a purpose for which said City may raise and appropriate money, and is not a current expense of said City.

Section 3. In order to provide funds for such reconstruction, enlargement and extension of such waterworks system, bonds of the City of Asheville, North Carolina, are hereby authorized to be issued pursuant to The Municipal Finance Act, 1921, as amended, in an aggregate principal amount not exceeding $2,750,000.

Section 4. There shall be pledged to the payment of said bonds and the interest thereon so much of any revenues of said waterworks system available therefor as the Council of the City of Asheville shall hereafter determine by resolution.

Section 5. A tax sufficient to pay the principal of and interest on said bonds shall be annually levied and collected, but such tax may be reduced by the amount of revenue of the waterworks system pledged to and available for the payment of such principal and interest.

Section 6. A statement of the debt of the City of Asheville has been filed with the City Clerk of said City, as required by said act, and is open to public inspection.

Section 7. This ordinance shall take effect when approved by the voters of the City of Asheville at an election as provided in said act.

I move the adoption of the foregoing ordinance, this 15 day of March, 1951.

Jas. P. Adams
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 15 day of March, 1951.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Councilman Eller moved that a copy of the above mentioned bond ordinance, together with notice of its adoption, in the form required by Section 160-384 of the General Statutes, be published once (in every copy of the edition) in each of two successive weeks in The Asheville Times, said newspaper having the largest circulation in the City of Asheville. This motion was duly seconded by Councilman Adams and was unanimously adopted.

Councilman Mulvaney introduced in written form a resolution entitled "RESOLUTION PROVIDING FOR THE SUBMISSION OF THE ORDINANCE ENTITLED 'AN ORDINANCE AUTHORIZING THE ISSUANCE OF $2,750,000 OF BONDS OF THE CITY OF ASHEVILLE FOR THE RECONSTRUCTION, ENLARGEMENT AND EXTENSION OF ITS WATERWORKS SYSTEM' TO THE VOTERS OF THE CITY OF ASHEVILLE", which, upon motion of Councilman Mulvaney, duly seconded by Councilman Peterson, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book #3 at pages 65 and 66.

Several interested citizens, including Mr. A. H. Vandernoof, Mr. O. E. Starnes, Mr. John Vance, Mr. George Young, Mr. P. M. Burdette, Mr. Curtis Bynum, Mr. George H. Wright, Mr. Sam Fisher, and Chief Fitzgerald spoke briefly on and in behalf of said proposed bond ordinance.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 22, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 22, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, C. Fred Brown, Walter I. Abernethy, James P. Adams, Frank M. Mulvaney, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

ABC OPERATION

Councilman Eller moved that the City Clerk write the Buncombe County members of the Legislature now in Raleigh expressing the concern of the Council and the people of the city pertaining to the newspaper releases referring to possible legislative proposals changing the city ABC operation, and requesting that the Council be informed if any such change is proposed by the Buncombe County representatives, which motion was seconded by Councilman Mulvaney and unanimously adopted.

Various Councilmen expressed their views pertaining to the ABC operation, and the far-reaching effect any such change might have on the city's fiscal operation. An expression was made as to the efficient operation of the ABC system under the present law, and the Council was unaware of any dissatisfaction with the operation of the ABC system.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 29, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 29, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, Earl W. Eller, C. Fred Brown, M. C. Peterson, Walter I. Abernethy, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Communications were read from Representatives Roy A. Taylor and Claude L. Love in reply to a letter from the City Council regarding the ABC operation in the City of Asheville.

March 28, 1951

The Council of the City of Asheville
City Hall Building
Asheville, N. C.

Gentlemen:

Perhaps the questions which you had in mind when writing to me on March 23 have been answered by the statements made by me and my colleagues in the Legislature and published in the Asheville Citizen-Times last Sunday. You are correct in stating that we have not proposed or prepared for introduction in the Legislature any bill to make any changes in the operation of the ABC stores in Asheville. Our attitude has been one of study and request for information.

Many citizens and groups of citizens have conferred with us and pointed out the need that some changes be made. I have listened to their requests, as I do to all requests made by citizens of Buncombe County. However, I wish to state that I have never contemplated and do not now contemplate supporting any legislation which would either abolish the separate law enforcement unit of the Board of Alcoholic Control or which would change either the personnel or the method of appointment of the members of the Board. The stores were set up by the people of Asheville and their operation should be the responsibility of the City Council.

I am very puzzled to know how the report got out that county officials were endeavoring to seek control of the administration of the ABC Board or a change in its personnel. No official connected with the government of Buncombe County and no person employed in the Buncombe County Courthouse has ever at any time suggested to me that any change be made in the administrative control of the stores. I have never stated to any person at any time, either in public or private for publication or not for publication, that I was considering even remotely introducing legislation which would affect the personnel of the Board or their method of appointment. There has been more misunderstanding and more misinformation spread and published in regard to this matter than any other with which I have been connected during three terms in the Legislature. I am sorry that this misinformation caused you concern at your meeting last Thursday.

It has been suggested to me by several citizens, both from the City of Asheville and in the county, that a small portion of the profits of the stores be applied to the retirement of the school building indebtedness contracted recently for the benefit of both the City of Asheville and Buncombe County, and that some of the law enforcement money be used for law enforcement administered through the Sheriff's Department, since some of the money now is used for the benefit of the Asheville Police Department. My preference would be that this matter be worked out locally, if possible, between the Board of County Commissioners, the City Council and the Board of Alcoholic Control. In any event, before taking action, I would like to have recommendations from the governing bodies involved and more understanding of the relative needs and monetary problems.

It did appear to me that, since both the city and county share in the revenue from the stores, both the City Council and the County Commissioners should receive copies of all audit reports. Also, I have heard complaints in regard to the distribution of free or sample liquor. I believe that such a practice is wrong and should not be permitted. Also, I seriously question whether it is to the best interests of sound administration of the stores for employees of the Board to engage actively as a group in political activity.

Our motives in this matter are sincere, and we have attempted to make our positions plain. Any suggestions or information which you could furnish in regard to the matters mentioned above will be appreciated.

Yours very truly,

S/ Roy A. Taylor
Roy A. Taylor

RAT:ejc

The Honorable Clarence E. Morgan, Mayor
City Hall
Asheville, N. C.

Dear Mayor Morgan:

The Asheville Citizen of this date carries a copy of a letter directed to all members of the Buncombe County delegation in the General Assembly requesting that we take no action in regard to the proposed changes in the Alcoholic Beverage Control Statute without notifying the City Council as to any proposed legislation along this line.

You will probably recall that I was opposed to the establishment of A.B.C. stores in Asheville and campaigned actively against the stores in the special election held in 1947. When the votes were counted, I found myself in the minority. During the last primary campaign I was asked by a number of people what my attitude would be toward the stores. Since the stores were established pursuant to a vote of the people and since there is a provision in the Statute setting out a method of getting rid of the stores in case the people no longer want them, my answer was that I would not sponsor any legislation for abolishing the stores.

As to any proposals to modify the existing Statute, I know absolutely nothing except what I have read in the Asheville papers. No one has asked me to sponsor any such legislation, and no complaints have been made to me about the operation of the stores except that a few people in other counties have insisted that the stores in Asheville simply constitute another source of supply of bootleg liquor. As to whether that is true, I have no way of knowing, but if it is true, I certainly think the law enforcement agencies should be alert enough to stamp out the practice.

The following is my attitude toward the specific proposals that I have read about in the newspapers:

1. If there is any question about regular and accurate audits of the [illegible] the Board being made, I certainly think that should be corrected.

2. If persons connected with the Board have been receiving free [illegible] and not accounting for them, I certainly think that practice should be stamped out.

3. I have an open mind as to whether there should be any change in the allocation of profits made by the stores. My attitude would depend upon whether the budget of the City of Asheville could stand a transfer of a comparatively small amount to help [illegible] bonds. The people of the City of Asheville, as well as all the people of Buncombe County, are obligated for the payment of these bonds.

4. I am unalterably opposed to taking away from the City Council and vesting in the Legislature the authority to appoint the members of the A.B.C. Board. I believe very much in local self-government. In the only radio speech I made in the Primary campaign last year, I promised the people of Buncombe County that I would not vote to substitute the will of a few people in Raleigh for the wishes of the citizenship of the City and County. I feel very sure that the people wish me to keep that promise.

5. I am also unalterably opposed to the elimination of the separate law enforcement agency. I have discussed the matter with many members of the General Assembly who have had close contact with the A.B.C. system from its beginning. They all state that a separate law enforcement agency is the very cornerstone of the system, and that they would not regard it as a local matter if a bill should be introduced to eliminate this feature from the Act, because the entire system in every county and city in North Carolina would be adversely affected. I shall not introduce any legislation to accomplish such a transfer of authority, and if my colleagues introduce such a bill, I shall do everything within my power to defeat the legislation.

Trusting that the foregoing makes my position in this matter crystal clear, and with high regards and best wishes, I am

Sincerely yours,

S/ Claude L. Love
Claude L. Love

CLL:H

Members of the A.B.C. Board were present at the meeting and answered questions of different members of the Council. It was suggested by the Council that the Board furnish audit reports to the County, as well as to the City.

City Manager Weldon Weir made a brief report to the Council as to how much money received from the ABC operation had been expended, and stated he would be glad to furnish this information to Buncombe County members of the Legislature.

[illegible]

City Manager Weldon Weir advised that he had been notified by the Federal Housing Authority to discontinue operation of the Newbridge Housing Project due to inability to negotiate a lease with the landowner, and that the City will proceed with the liquidation of said project in accordance with law.

There being no further business, the meeting was on motion adjourned.

[illegible] Margaret Dominick

[illegible]

The City Council met in regular session Thursday, April 5, 1951, at 10:00 o'clock A. M. with Mayor C. E. Morgan presiding. Present: Councilmen J. Fred Brown, Earl W. Fisher, W. T. Patterson, Thomas D. Myers, R. L. Mulvaney, Walter I. Abernethy, City Manager Weldon Weir, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Brown introduced resolution authorizing Mayor [illegible] lease with United States of America, which was, upon motion of Councilman Brown, seconded by Councilman Fisher, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 67.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 5 day of April, 1951, by and between the CITY OF ASHEVILLE, North Carolina, whose address is Asheville, N. C., hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT,

WITNESSETH:

THAT WHEREAS, on the 1st day of October, 1946 the parties hereto entered into a certain lease which is recorded in Minute Docket of the City of Asheville No. 31 page 238, whereby the Lessor leased to the Government for a term beginning August 14, 1946 and ending June 30, 1947, with the option of the Government to renew from year to year, for a period of occupancy not beyond June 30, 1951, the premises known and described as follows:

Six rooms, unnumbered, being all of the space not now occupied by the United States Army, containing approximately 3976 square feet of floor and storage space, located on the seventh floor of City Hall Building, Asheville, North Carolina.

...xtend the period for which the said premises were leased,

...ally agreed that the premises described in the lease above referred to ...sed unto the said Government for the additional term of one year beginning the 1st day of July, ... the 30th day of June, 1952, at the rental specified in the above described lease, payable at ... therein set forth, and that all of the terms, conditions and covenants set ... described lease apply to the additional period of extension as fully as if set forth here...

...WHEREOF, the parties hereto have hereunto executed this extension agreement on the ... written.

CITY OF ASHEVILLE

By _____ C. E. Morgan
Mayor

UNITED STATES OF THE USA

By _____

_____
(Official title)

...Alderman Weir advised the City Council of the election by the Police and Fire Depart... Mr. Dwight May as a member of the Civil Service Commission to fill the unexpired term of Commission... unanimously received.

City Manager Weldon Weir advised the Council that he had discussed with the Asheville Agricultu... ...sing the old zoo building at the Recreation Park.

...r. Arthur Jones, Executive Secretary of the Chamber of Commerce, advised the Council of an o... ...Ridge Parkway which will be placed in Rockefeller Center in New York City.

...Council discussed the budget position of the city, as set out in the monthly analysis ...ts; and also the recent suicide of an unidentified young man on the Smoky Mountain Park Highway Bridge.

...There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 12, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 12, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, M. C. Peterson, Walter I. Abernethy, Earl W. Eller, F. M. Mulvaney, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Weldon Weir advised that the Civil Service Board had met, and had selected J. Walter McRary as Chairman.

Councilman Mulvaney introduced resolution authorizing and directing Mayor to execute lease with State of North Carolina Department of Conservation and Development, Division of Forestry for space in city building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 68.

State of North Carolina,
County of Buncombe.

This Lease, made and entered into this 12th day of April, 1951, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and State of North Carolina Department of Conservation and Development, Division of Forestry, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 513, containing 443 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina.

2. To have and to hold the said premises with their appurtenances for the term of one year beginning April 15, 1951 and ending April 15, 1952.

3. The Lessee shall have the right to renew this lease for an additional one year upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $36.92 each in advance on the first day of each month beginning on the 15th day of April, 1951 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be signed by its duly authorized agent; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

STATE OF NORTH CAROLINA DEPARTMENT
OF CONSERVATION AND DEVELOPMENT,
DIVISION OF FORESTRY

By _____
R. H. Corpening, District
Forester

City Manager Weldon Weir advised the Council that bids will be asked next Tuesday for paving 27 miles of the Blue Ridge Parkway, and that the hauling of said paving supplies over Town Mountain Road would damage said road. This matter was discussed by the Council, and City Manager Weldon Weir and City Engineer John C. Walker were requested to ask the State Highway Department to extend any load limit which it placed on the highway leading to the area to be paved to the portion of the highway lying within the corporate limits of the city.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 19, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 19, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, M. C. Peterson, C. Fred Brown, Walter I. Abernethy, James P. Adams, Earl W. Eller, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

PRI

City Manager Weldon Weir presented a report from the City Board of Elections as to the results of the Primary Election held on April 17, 1951.

MUNICIPAL BOARD OF ELECTIONS

Asheville, N. C.

April 18, 1951

Mr. Weldon Weir,
City Manager,
Asheville, N. C.

Dear Sir:

Whereas, on Tuesday, April 17, 1951 a primary election was held for the City of Asheville for the Democratic party; and

Whereas, certificates of result of said primary were certified by the election officials to the City Board of Elections, and to the Chief Executive Officer of the City of Asheville by 10:00 A. M. on April 18, 1951; and

Whereas, said City Board of Elections canvassed said official returns from all 24 city polling precincts; and

Whereas, the results of said primary were read at the front door of the City Hall, and said canvass of said returns was made under oath by the City Board of Elections and filed with the Chief Executive Officer of the City of Asheville, to be kept in the archives of the city for public inspection, all in accordance with law;

Now, therefore, this is to certify that the canvass made of all the votes cast in said primary, as tabulated by said Board of Elections, is as follows:

William C. Hampton received	1643	votes
Narvel J. Crawford "	1578	"
Richard B. Ford "	673	"

and as a result of said tabulation the City Board of Elections hereby judicially determines and declares said William C. Hampton to have received the highest number of votes cast for the office of Solicitor of Police Court, and Narvel J. Crawford to have received the second highest number of votes cast for the office of Solicitor of Police Court; and it is further judicially determined and declared that the votes cast for said William C. Hampton are not a majority necessary to effect a nomination, and no candidate received such a majority; therefore a second primary, subject to the conditions herein set out, shall be held on May 1, 1951 according to law in which only the two candidates namely, William C. Hampton and Narvel J. Crawford, shall be voted for, provided, that if either of such two shall withdraw or decline to run and shall file notice to that effect with this Board, this Board will declare the other candidate nominated and therefore no second primary will be held; and provided further that unless Narvel J. Crawford, being the candidate receiving the second highest number of votes, shall within five days after today, this being the day the result of such Primary Election is officially declared, and this being the day said Narvel J. Crawford having been notified by this Board of such result, file in writing with this Board a request that a second primary be called and held, this Board will declare the candidate, namely William C. Hampton, having the highest number of votes cast, officially nominated in the April 17, 1951 Democratic Primary as the nominee of said party for the office of Solicitor of Police Court to be voted for at the General Election of the City of Asheville to be held on May 8, 1951.

Respectfully submitted

Paul S. Jones
Chairman

George W. Mitchell
Secretary

H. R. Logan

Subscribed and sworn to before me this 18th day of April, 1951.

Margaret Simmons
Notary Public

My commission expires:
Jan. 6, 1952
(Seal)

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 26, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 26, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, C. Fred Brown, James P. Adams, Walter I. Abernethy, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

CIVIL SERVICE BOARD

City Manager Weldon Weir advised the Council that the necessary steps were being taken to comply with the recently enacted Civil Service Act.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 3, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 3, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, M. C. Peterson, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Brown introduced Ordinance #343, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1951 AND ENDING MAY 31, 1952, and after a discussion by the Council said ordinance was, upon motion of Councilman Brown, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Adams voted "aye"
Councilman Mulvaney voted "aye"	Councilman Eller voted "aye"
Councilman Peterson voted "aye"	Councilman Brown voted "aye"

Mayor Morgan voted "aye"

City Manager Weldon Weir presented a letter from the City Board of Elections certifying Mr. William C. Hampton as the Democratic party's nominee in the Primary Election held on April 17, 1951 to the office of Solicitor of Police Court.

MUNICIPAL BOARD OF ELECTIONS

Asheville, N. C.

April 24, 1951

Mr. Weldon Weir,
City Manager,
Asheville, N. C.

Dear Sir:

WHEREAS, on April 18, 1951 the Municipal Board of Elections furnished you with the results of the Primary held on Tuesday, April 17th, wherein it was certified that William C. Hampton did not receive a majority of votes necessary to effect a nomination for the office of Solicitor of the Police Court, but that if candidate Narvel J. Crawford, having received the second highest number of votes cast in said Primary, withdrew or did not request or call for a second Primary within five days after the result of the Primary, that this Board would officially declare said William C. Hampton nominated by the Democratic party for the office of Solicitor of the Police Court of the City of Asheville;

Please be advised that the Municipal Board of Elections has and does hereby officially declare said William C. Hampton the candidate nominated by the Democratic party in the Primary Election held in the City of Asheville on April 17, 1951 for the office of Solicitor of Police Court of the City of Asheville, and ordered and does hereby order his name placed on the ballot to be used at the regular Municipal General Election as the Democratic party candidate for such office.

Respectfully submitted,

Paul S. Jones
Chairman

Geo. W. Mitchell
Secretary

H. R. Logan

Subscribed and sworn to before me this 24th day of April, 1951.

Margaret Simmons
Notary Public

My commission expires:
Jan. 6, 1952
(Seal)

ABC BOARD AUDIT

City Manager Weldon Weir presented to the Council the audit for the ABC stores for the period ending March 31, 1951.

CITY OF ASHEVILLE AUDIT

City Manager Weldon Weir presented to the Council the audit report for the City of Asheville for the period ending December 31, 1950.

City Manager Weldon Weir presented to the Council the monthly analysis sheets showing the budget position of the City of Asheville.

There was a discussion by the Council of the water facilities and the proposed new dam.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Wednesday, May 9, 1951 - 10:00 o'clock A. M.

At the request of Mayor C. E. Morgan the following notice was sent to all members of the City Council more than twelve hours previous to the time set for this meeting:

Dear Sir:

A special meeting of the City Council has been called by C. E. Morgan, Mayor of the City of Asheville, to be held Wednesday, May 9, 1951, at 10:00 o'clock A. M. in the Council Chamber of the City Hall for the purpose of considering and acting upon the following matters or subjects:

(1) Canvass and tabulate the returns of the election upon the issuance of bonds held on May 8, 1951 in the City of Asheville, and determining and declaring the result thereof.

(2) Provide for the publication of the statement of the result of election upon the issuance of bonds held on May 8, 1951.

(3) Any and all other subjects or matters which may legally come before the Council.

Yours very truly,

Margaret Simmons
City Clerk

The following notice was published in the Asheville Times one time prior to said meeting:

NOTICE OF SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF
ASHEVILLE

TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Asheville will meet in the Council Chamber, 2nd floor, City Hall, at 10:00 o'clock A. M., Wednesday, May 9, 1951.

The purpose of the meeting is to consider and act upon the following matters or subjects:

(1) Canvass and tabulate the returns of the election upon the issuance of bonds held on May 8, 1951 in the City of Asheville, and determining and declaring the result thereof.

(2) Provide for the publication of the statement of the result of election upon the issuance of bonds held on May 8, 1951.

(3) Any and all other subjects or matters which may legally come before the Council.

C. E. Morgan
Mayor
By request
Margaret Simmons
City Clerk

The City Council of the City of Asheville, North Carolina, met in special session at 10:00 o'clock A. M., on May 9, 1951, with Mayor C. E. Morgan presiding.

Present: Councilmen Walter I. Abernethy, C. Fred Brown, James P. Adams, M. C. Peterson, F. M. Mulvaney, Earl W. Eller, and Mayor C. E. Morgan.

Absent: None

The minutes of the previous meeting were read and approved.

After calling the meeting to order and after the City Clerk had called the roll, the members of the City Council of the City of Asheville sat at the table at which the Municipal Board of Elections was holding its meeting, and thereupon the City Council presented the certified copy of the returns of the election upon the issuance of bonds held May 8, 1951, which copy had been certified by the Registrars and Judges of election in the various precincts of the City of Asheville and filed with said City Council.

After said returns had been canvassed by said Council, being simultaneously with the canvassing thereof by the Municipal Board of Elections in the same place, Councilman Eller introduced in written form a resolution entitled: "RESOLUTION CANVASSING THE RETURNS OF THE ELECTION UPON THE ISSUANCE OF BONDS HELD ON MAY 8, 1951 AND DETERMINING THE RESULT THEREOF", which, upon motion of Councilman Eller, duly seconded by Councilman Adams, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book 3, beginning at page 69 and ending at page 70.

Councilman Mulvaney introduced in written form a resolution entitled: "RESOLUTION PROVIDING FOR THE PUBLICATION OF THE STATEMENT OF THE RESULT OF ELECTION UPON THE ISSUANCE OF BONDS HELD ON MAY 8, 1951", which, upon motion of Councilman Mulvaney, duly seconded by Councilman Peterson, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book 3, beginning at page 71 and ending at page 71.

The following is a statement of result of election upon the issuance of bonds held in the City of Asheville, North Carolina, on May 8, 1951.

RESULT OF ELECTION UPON THE ISSUANCE OF BONDS
held in the
CITY OF ASHEVILLE, NORTH CAROLINA,
on May 8, 1951

At an election upon the issuance of bonds of the City of Asheville held on May 8, 1951 27,308 voters were registered and qualified to vote.

At said election 4,351 votes were cast for the ordinance passed by the Council of the City of Asheville on March 15, 1951, authorizing bonds of the City of Asheville in an aggregate principal amount not exceeding $2,750,000 for the purpose of providing funds for reconstructing, enlarging and extending the waterworks system of said City, and a tax for said bonds, and 194 votes were cast against said ordinance, and said ordinance was thereby approved and is in force and effect.

This statement is given by order of the City Council of the City of Asheville, this 9th day of May, 1951.

C. E. Morgan
Mayor

C. Fred Brown

E. W. Eller

James P. Adams

Myron C. Peterson

Frank Mulvaney

Walter I. Abernethy
Councilmen

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 10, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 10, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, Earl W. Eller, M. C. Peterson, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Weldon Weir presented a letter and resolutions of the Municipal Board of Elections as to the results of the General Municipal Election and Bond Election held on May 8, 1951.

MUNICIPAL BOARD OF ELECTIONS

Asheville, N. C.

May 9, 1951

Mr. Weldon Weir,
City Manager,
Asheville, N. C.

Dear Sir:

WHEREAS, on Tuesday, May 8, 1951 the Municipal General Election for officials of the City of Asheville was held for the City of Asheville for the nominees of the Primary Election held on April 17, 1951; and

WHEREAS, on Tuesday, May 8, 1951, an election was held upon the issuance of bonds of the City of Asheville; and

WHEREAS, certificates of result of said General Municipal Election and Bond Election were certified by the election officials to the Municipal Board of Elections and to the Chief Executive Officer of the City of Asheville by 10:00 o'clock A. M. on May 9, 1951, and in addition thereto certificates of result of said bond election were certified by the election officials to the Council of the City of Asheville by 10:00 o'clock A. M. on May 9, 1951; and

WHEREAS, said Municipal Board of Elections canvassed and tabulated said official returns from all 24 city polling precincts for both the General Municipal Election and the Bond Election; and

WHEREAS, the results of both of said elections were published immediately by reading at the front door of the City Hall;

NOW, THEREFORE, attached hereto find certified copy of resolution of the Municipal Board of Elections relating to the canvassing of the returns of the election upon the issuance of bonds held May 8, 1951, and declaring the result thereof, together with sworn statement of the members of the Board of Elections tabulating such returns.

Also, find attached hereto certified copy of resolution of the Municipal Board of Elections relating to the canvassing of the returns of the General Municipal Election for seven offices of Councilmen of the City of Asheville and for the office of Solicitor of Police Court and for the office of Judge of Police Court of the City of Asheville held May 8, 1951, and declaring the result thereof, together with sworn statement tabulating such returns.

Yours very truly,

Paul S. Jones
Chairman

Geo. W. Mitchell
Secretary

H. R. Logan

RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE ELECTION UPON THE ISSUANCE OF BONDS HELD MAY 8, 1951 AND DECLARING THE RESULT THEREOF.

BE IT RESOLVED by the Municipal Board of Elections of the City of Asheville:

Section 1. That the returns of the election upon the issuance of bonds held on May 8, 1951 in the City of Asheville having been received from the registrars and judges of election in the various precincts of the City, and this Board having canvassed the same, the following facts are hereby found and determined:

(a) That each registrar and judge for the election upon the issuance of bonds held in the City of Asheville on May 8, 1951, was duly qualified by law and had taken the necessary oath.

(b) That the election officers had incorporated in their returns not only the number of votes cast for and against the question submitted, but also the number of voters registered and qualified to vote in each precinct in the election.

(c) That at said election there was submitted to the qualified voters of said City the following question:

> Shall an ordinance passed by the Council of the City of Asheville on March 15, 1951, authorizing bonds of the City of Asheville in an aggregate principal amount not exceeding $2,750,000 for the purpose of providing funds for reconstructing, enlarging and extending the waterworks system of said City, and a tax for said bonds, be approved?

(d) That no complaints have been made to this Board against the regularity of said election, and that this Board believes that said election was conducted in full compliance with law and the orders of this Board.

Section 2. That from the canvass so made this Board has judicially determined the result of the voting in said election, and makes the following tabulation of the returns of said election, which tabulation correctly shows the designations of the several precincts and polling places at which such election was held, the number of voters registered and qualified to vote in each precinct, the number of votes cast in each precinct in favor of the question submitted, the number cast against said question, the number of spoiled ballots, and the totals of such numbers:

Precinct	Polling Place	Voters registered and qualified to vote	Question Submitted: Votes For	Question Submitted: Votes Against	Spoiled Ballots
1	David Millard High School	1189	159	12	1
2	Ed Orr Motor Co., 21 N. Market	1199	169	7	2
3	Claxton School	918	153	2	0
4	Laundromat, 502 Merrimon Avenue	1239	220	15	None
5	Grace School	1495	270	10	0
6	Merrimon Ave. Fire Station	1275	199	10	2
7	5 Point Cleaners, 279 Broadway	1345	191	5	0
8	Shoffner Residence, 271 Montford Ave.	1214	164	6	0
9	Montford Avenue School	1008	133	7	1
10	City Auditorium	511	69	4	None
11	Queen Carson School	807	267	2	0
12	Aston Park Grandstand	1392	194	5	2
13	Skyland Motors, 196 Hilliard	501	55	5	None
14	Lee Edwards High School	1613	220	2	None
15	County Court House	1142	119	13	None
16	Asheville Art Museum, 324 Charlotte Street	759	206	4	1
17	Newton School	932	161	3	0
18	Biltmore Fire Station	880	124	5	2
19	Hall Fletcher School	1713	398	14	None
20	Eugene Rankin School	1026	134	12	1
21	Aycock School, 441 Haywood Road	1223	154	4	0
22	Roberts Real Estate	1582	253	16	0
23	Vance School	1472	214	21	1
24	Asheville Willys Co., 428 Haywood Rd.	873	125	10	None
	Totals	27,308	4,351	194	13

Dated this 9th day of May, 1951.

Paul S. Jones

Geo. W. Mitchell

H. R. Logan
Members of the Municipal Board of Elections

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE) ss

Subscribed and sworn to before me, this 9th day of May, 1951.

My commission expires: Dec. 16, 1952
(Seal)

Lillian Bucker
Notary Public

Section 2. That from the canvass so made by this Board it is judicially determined and declared:

(a) That 27,308 voters were registered and qualified to vote.

(b) That at said election 4,351 votes were cast for the ordinance passed by the Council of the City of Asheville on March 15, 1951, authorizing bonds of the City of Asheville in an aggregate principal amount not exceeding $2,750,000 for the purpose of providing funds for reconstructing, enlarging and extending the waterworks system of said City, and a tax for said bonds, and 194 votes were cast against said ordinance, and that a majority of the qualified voters of said City voting at said election voted in favor of said ordinance.

Section 4. That the result of said election shall be published immediately by reading at the front door of the City Hall, as required by the Charter of the City of Asheville.

Section 5. That a certified copy of this resolution, with the tabulation set forth in Section 2 made by the members of the Municipal Board of Elections under oath, shall be filed with the City Manager of the City of Asheville.

Geo. W. Mitchell moved the passage of the foregoing resolution and Harry R. Logan seconded the motion. After full discussion said resolution was voted on and declared passed, those voting for said resolution being G. W. Mitchell H. R. Logan Paul S. Jones, and those voting against said resolution being None.

We, members of the Municipal Board of Elections of the City of Asheville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of a resolution entitled: "RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE ELECTION UPON THE ISSUANCE OF BONDS HELD MAY 8, 1951 AND DECLARING THE RESULT THEREOF", which was duly adopted on May 9, 1951 by the Municipal Board of Elections of said City, and that said resolution is recorded in Minute Book 2, beginning at page 71 and ending at page 74, which Minute Book is kept in a public place in the City Hall as required by law.

WITNESS our hands, this 9 day of May, 1951.

Paul S. Jones

Geo. W. Mitchell

H. R. Logan
Members of the Municipal Board of Elections of the City of Asheville

RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE, AND FOR THE OFFICE OF SOLICITOR OF POLICE COURT, AND FOR THE OFFICE OF JUDGE OF POLICE COURT OF THE CITY OF ASHEVILLE HELD MAY 8, 1951, AND DECLARING THE RESULT THEREOF

BE IT RESOLVED BY THE MUNICIPAL BOARD OF ELECTIONS OF THE CITY OF ASHEVILLE:

Section 1. That the returns of the General Municipal Election for city officials held on May 8, 1951 in the City of Asheville having been received from the registrars and judges of election in the various precincts of the city, and this Board having canvassed the same, the following facts are hereby found and determined:

(a) That each registrar and judge for said General Municipal Election for city officials held in the City of Asheville on May 8, 1951 was duly qualified by law and had taken the necessary oath.

(b) That the election officers had incorporated in their returns the number of votes cast for Councilmen, Solicitor of Police Court, and for Judge of Police Court in each precinct.

(c) That no complaints have been made to this Board against the regularity of said election, and that this Board finds that said election was conducted in full compliance with law and the orders of this Board.

Section 2. That from the canvass so made this Board has judicially determined the result of the voting in said General Municipal Election, and makes the following tabulation of the returns of said election, which tabulation correctly shows the designations of the several precincts at which such election was held, and the number of legal ballots cast in each precinct for each office, the name of each person voted for and the number of votes given to each person for each different office, and the totals of such numbers:

PRECINCTS

For Councilmen	1	2	3	4	5	6	7	8	9	10	11	12
Walter I. Abernethy	153	125	141	216	259	191	170	145	117	65	269	186
James P. Adams	151	125	143	212	259	189	170	142	120	65	269	186
T. Graham Morrison	149	125	142	210	258	191	171	144	119	65	269	185
Earl W. Eller	150	125	141	215	259	189	170	143	117	65	269	186
Clarence E. Morgan	152	125	145	217	260	192	173	143	120	65	269	192
Frank M. Mulvaney	150	125	144	211	259	187	170	144	115	65	269	187
Myron C. Peterson	149	125	142	210	258	187	170	142	117	65	269	184
Lillian Ducker				1								
Leon Feldman					1							
John Huntsman					1							
Don Elias						1						
Wellon Weir						1						
Chas. Dermid						1						
Trel Severence						1						
L. A. Owen							1					
Paul Winchester								1				
Read Wilson									1			
Otis Shackleton									1			
W. W. Rutger												1
For Solicitor of Police Court												
William C. Hampton	140	125	141	199	232	176	165	132	102	64	269	177
Marvel Crawford	1				2	2	1	3	1			1
Richard Ford					1	1						
Vaughn Cannon								1				
James S. Howell								1				
W. W. Hipps								1				
J. F. Loveless												1
For Judge of Police Court												
Sam M. Cathey	147	125	146	202	241	188	172	142	113	69	269	180
Judge Kitchen									1			
O. F. Young												1

PRECINCTS

For Councilmen	13	14	15	16	17	18	19	20	21	22	23	24	TOTALS
Walter I. Abernethy	57	170	120	196	155	112	350	132	128	236	206	115	4014
James P. Adams	55	171	119	196	155	113	358	131	127	234	206	115	4011
T. Graham Morrison	56	170	121	198	158	112	362	131	129	234	204	115	4018
Earl W. Eller	56	170	118	197	154	110	350	132	128	237	204	119	4004
Clarence E. Morgan	56	170	120	195	157	114	353	131	135	237	207	119	4047
Frank M. Mulvaney	57	221	123	196	154	111	410	132	131	238	203	119	4121
Myron C. Peterson	56	170	120	195	155	114	347	131	123	234	203	115	3981
For Solicitor of Police Court													
William C. Hampton	51	221	119	187	143	105	392	128	124	232	199	112	3935
Charlie Sikes				1									
Narvel Crawford				3							1		
For Judge of Police Court													
Sam M. Cathey	55	221	124	192	154	112	393	131	129	234	201	113	4053

Dated this 9th day of May, 1951.

Paul S. Jones

Geo. W. Mitchell

H. R. Logan
Members of the Municipal Board of Elections

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE) ss

Subscribed and sworn to before me, this 9th day of May, 1951.

My commission expires: Dec. 16, 1952
(Seal)

Lillian Ducker
Notary Public

Section 3. That from the canvass so made it is judicially determined and declared:

(a) That the following seven men were officially elected to the office of City Councilmen for the City of Asheville:

Walter I. Abernethy
James P. Adams
T. Graham Morrison
Earl W. Eller
Clarence E. Morgan
Frank M. Mulvaney
Myron C. Peterson

(b) That at said election William C. Hampton was officially elected to the office of Solicitor of Police Court of the City of Asheville, and Sam M. Cathey was officially elected to the office of Judge of Police Court of the City of Asheville.

Section 4. That the result of said election shall be published immediately by reading at the front door of the City Hall, as required by the Charter of the City of Asheville.

Section 5. That a certified copy of this resolution, with the tabulation set forth in Section 2 made by the members of the Municipal Board of Elections under oath, shall be filed with the City Manager of the City of Asheville.

Harry R. Logan moved the passage of the foregoing resolution and George W. Mitchell seconded the motion. After full discussion said resolution was voted on and declared passed, those voting for said resolution being Harry R. Logan, George W. Mitchell and Paul S. Jones, and those voting against said resolution being None.

We, members of the Municipal Board of Elections of the City of Asheville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of a resolution entitled: "RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE, AND FOR THE OFFICE OF SOLICITOR OF POLICE COURT, AND FOR THE OFFICE OF JUDGE OF POLICE COURT OF THE CITY OF ASHEVILLE HELD MAY 8, 1951, AND DECLARING THE RESULT THEREOF", which was duly adopted on May 9, 1951 by the Municipal Board of Elections of said City, and that said resolution is recorded in Minute Book 2, beginning at page 74 and ending at page 77, which Minute Book is kept in a public place in the City Hall as required by law.

WITNESS our hands, this 9 day of May, 1951.

Paul S. Jones

Geo. W. Mitchell

H. R. Logan
Members of the Municipal Board of Elections of the City of Asheville

Upon motion of Councilman Brown, seconded by Councilman Adams, Ordinance #343, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1951 AND ENDING MAY 31, 1952", was unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

Councilman Peterson introduced a resolution appointing member of Civil Service Commission, which was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 72.

Mr. Dewey D. Bell and Mr. Bernard E. Parks, members of the Civil Service Board, were present and were assured by the Mayor and City Manager of the full cooperation of the city.

City Manager Weldon Weir advised that the following streets had been accepted as a part of the city street system: Edgewood Knoll Road from Merrimon Avenue to Edgewood Road, which street has a right-of way of 44 feet, Burwood Drive from Merrimon Avenue to the circle near Apartment #22, which has a right-of way of 44 feet, Greenbrier Road from Parkwood Drive to Haywood Road, and Parkwood Road from Patton Avenue to Haywood Road, and Parkwood Place from Parkwood Road through the circle as shown on Plat.

Mr. Arthur Jones, Executive Secretary of the Chamber of Commerce, gave a brief report of the celebration in honor of Dr. Mary Martin Sloop of Crossnore School, selected as America's "Mother of the Year" for 1951 by the Golden Rule Foundation.

Mayor Morgan thanked the Chamber of Commerce, the Merchants Association, and all who participated in this ceremony.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 17, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 17, 1951, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, James P. Adams, Walter I. Abernethy, F. M. Mulvaney, City Manager Weldon Weir, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Upon motion of Councilman Brown, seconded by Councilman Adams, Ordinance #343, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1951 AND ENDING MAY 31, 1952, was unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 343

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1951 AND ENDING MAY 31, 1952

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1951, to the thirty-first day of May, 1952, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1951, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the proceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1. Pawnbrokers	$1,000.00
2. Junk Dealers	1,000.00
3. Electrical Contractors	1,000.00
4. Electric Sign Contractors and Hangers	500.00
5. Plumbing Contractors	1,000.00
6. Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00
Doing such work costing over $300.00	1,000.00
7. House Movers	500.00
8. Taxicabs	500.00

Section 5.

That whenever the word "person" is used in this ordinance, the same shall be construed to include "firms", "companies", "corporations", and "associations".

Section 6.

Where the amount to be paid for license depends upon the amount of gross sales or receipts, or other facts to be ascertained, it shall be the duty of persons applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts during the preceding months, quarter, or year, as the case may be, and such other and further proof as the Director of Finance may require, shall be rendered said Director of Finance; and in either case, the Director of Finance shall not be required to receipt for the money or issue any license until satisfactory proofs are furnished. In case the business for which the license is required is commenced after June 1, 1951, and the tax on such business is based upon gross sales or receipts or facts to be ascertained, the license shall be assessed upon the probable gross sales or receipts during a term of one year; or if the amount of tax to be paid is determined by other facts to be ascertained, then a sworn statement as to such facts shall be made, and the license based thereon. Provided, however, that the Director of Finance shall have the right at any time during the period covered by any license to require of such licensee additional sworn statements as to the sales and receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7.

When any business is begun after Jan. 1, 1952 the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, Article 2, Schedule B, Subsection B, of the Revenue Act of 1951, as amended.

Section 8.

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30)days.

Section 9.

Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared

unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10.

A separate license shall be required for each place of business, and every class of business for which a license tax is required by this ordinance.

Section 11.

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager, or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the licensee does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is conducted after revocation or suspension of license, shall constitute a separate offense.

Section 12.

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 1951-52, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13.

That every person who shall violate any provision of this ordinance, or carry on any business, trade, or vocation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14.

When a license is issued, it is presumed that the location of the business or the kind of business licensed is not prohibited by some other ordinance, however, if same is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

LICENSE SCHEDULE

Section 15.

"A"

ADVERTISING HOUSE.

Per annum - - -

[illegible] - - -

If its capital stock exceeds $500,000.00 - - -

[illegible].

Every person, firm, or corporation, operating any shoeshine parlor or other place open to [illegible] of shoes, and having two or more seats or chairs, shall be charged per annum, [illegible] - - -

...ach, per year" - $25.00

"C"

CABINET ... Manufacturers, Etc.

See "Candy Cabinets".

CAMERAS, Kodaks.

See "Kodaks, Cameras".

CAMERAS, Kodaks.

Every person, firm, or corporation, selling or renting cameras or kodaks, per annum - $5.00

CANDY AND CONFECTIONERIES, MANUFACTURERS.

Every person, firm or corporation manufacturing candy or other confectioneries, employing three persons or less, shall pay per annum - $25.00

Where employing more than three persons, per annum - 50.00

CANDY.

At wholesale, where twenty (20%) per cent of the business done is the selling of candy, per annum - $75.00

At wholesale, where less than twenty (20%) per cent of the business done is the selling of candy, per annum - $10.00

Every person, firm, or corporation selling candy at retail, where gross sales are less than $5000.00 per annum, shall pay a license tax of, per annum - $2.50

Every person, firm, or corporation selling candy at retail, where gross sales are more than $5000.00 per annum, shall pay a license tax of, per annum - $5.00

On each truck or passenger car delivering candy or chewing gum or peanut products or other confectioneries, or tobacco products, for concerns which have not paid the wholesale tax herein levied, per annum (NOT PRORATED) - $25.00

CANES, LOADED.

See "Bowie Knives".

CANE KNIVES.

...ks for canes or knives, each, per day - $15.00

CANVASSERS.

Every person, firm, or corporation engaged in the business of canvassing, per annum - - $5.00

NOT PRORATED.

A canvasser shall mean anyone who solicits orders for business, or calls from house to house ... within the corporate limits of the City of Asheville.

CAP PISTOLS.

See "Fire Works"

CARBIDE, MANUFACTURERS OF, METRIC TONS.

Every person, firm, or corporation, engaged in the business of manufacturing or selling or ... carbide, per annum - $15.00

CARNIVAL COMPANIES.

Every person, firm, or corporation, engaged in the business of a carnival company or a show of like kind, moving pictures, and vaudeville shows, museum and menageries, merry-go-rounds, ferris wheels, riding devices, and other like amusements and enterprises, conducted for profit, under the same general management; or an aggregate of shows, amusements, eating places, riding devices, or any of them operating together on the same lot or contiguous lot or streets, traveling from place to place, whether owned and actually operated by separate persons, firms or corporations, or not, filling week-stand engagements, or giving week-stand exhibitions, under canvas or not, or a part of a week, shall pay for the privilege of engaging in such business or amusements, for each week or part of a week, a tax of - - - - - - - $150.00

Provided, before any carnival company shall give any performance or exhibition, or open for the conduct of business within the corporate limits of the City of Asheville, an application in writing shall be made to the City Council, verified by the owner or manager of such carnival company, giving the following information:

The name of the owner of such carnival company, and in the event such owner is a corporation, the state where chartered, and its office or principal place of business, together with names of the officers of such corporations, or if a partnership, the names of all the partners; also, the route for a period of three weeks following the playing in the City of Asheville.

Only one carnival will be licensed to play within the corporate limits of the City during any one month, and in the event of the granting of any license permit, such permit shall authorize only one operation of the exhibition known as "Shows", or "rides", and the operation of any ... other, including "wheels", "stores", or other concessions, are expressly prohibited, and the Board reserved to refuse any and all applications for permits, and in no event will any ... from the tax levied, be made for any cause or purpose whatsoever.

A cash deposit of fifty dollars will be required for each carnival before "setting up" ... lot, to defray the expenses of the Sanitary Department for cleaning up the lot used. The actual cost of cleaning will be charged and a refund will be made in the event of any surplus.

CARTRIDGES.

See "Pistols".

CARPET BEATING CLEANING.

Per annum - - - - - - - - - - - - - - - - - - -

...person, firm, or corporation, engaged in the business of selling china and queensware, ... a license tax per annum, as follows:

...principal business is from the sale of such articles - - - - - - - - - - - - - - -$25.00

Where the principal business is not from the sale of such articles - - - - - - - - - - - - 5.00

...--RETAILERS AND JOBBERS.

...person, firm, or corporation, manufacturing cigars, cigarettes, chewing tobacco, smoking ..., snuff, or any other tobacco products, shall pay a license tax of, per annum - - - - - - $10.00

Every person, firm, or corporation engaged in the business of retailing cigars, cigarettes, ... tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, - - - - - - - - - - - - - -

[illegible] - - -

the goods, wares, or merchandise of such manufacturer offering to present to the purchaser or customer a gift or certain valuable consideration to purchase such goods, wares or merchandise.

DIRECTORIES.

Every person, firm or corporation, compiling, selling, or delivering city directories, shall pay a license tax of, per annum - $25.00

DOGS. (TAGS MUST BE WORN).

Each, per annum (male and spayed female) - $1.00
Each, per annum (female) - 2.50
Duplicate tags each - .10

All dogs running at large in a public place between May 1st and October 1st shall be muzzled or on a leash.

PROVIDED, that any dog caught on the streets of the City of Asheville, without a City license, shall be impounded and an impounding fee of $1.00 shall be paid, in addition to the license as prescribed in this ordinance, and if the dog is not called for within five days, the owner shall have no claim on said dog.

If the licenses on dogs are not paid within five days from date of notice, the owner will be subject to a summons to the City Court of the City of Asheville.

The City Tax Office, upon positive identification of a dog biting any person, shall notify the owner to confine said dog at a licensed veterinarian for 21 days, at the owner's expense.

Seven dogs or more, see "Kennels".

NOT PROHIBITED.

DOCUMENTS.

All Drawn Coupon or Redemption machines, each, per annum - - - - - - - - - - - - - - - - - - $10.00

DAY SCHOOLS AND KINDERGARTENS.

See "Restaurants".

DRY GOODS AND/OR NOTIONS AT WHOLESALE.

Every person, firm or corporation selling dry goods, and/or notions, at wholesale, shall pay a license tax of, per annum - $25.00

DYERS.

See "Pressing Clubs".

"E"

EGGS.

See "Poultry and Eggs".

ELECTRICAL ENGINEERS.

Exempt by State Statutes.

ELECTRICAL EQUIPMENT, SUPPLIES OR SUPPLIES.

Every person, firm or corporation, selling or distributing any electrical equipment, supplies, or fixtures, where the principal business done is electrical equipment, fixtures, or supplies, shall pay a license tax of, per annum - $25.00

Where the principal business done is not from the sale of electrical equipment, fixtures, or supplies, a tax of, per annum - $10.00

ELECTRICAL CONTRACTORS, PLUMBING, STEAM AND GAS FITTERS.

See "Contractors".

ELECTRIC LIGHT COMPANIES.

On every electric light company, power company, gas company, or street railway company, doing business or having an office within the City, an annual license tax of one per cent on the gross receipts of the said business shall be paid.

ELECTRIC SIGNS.

Every person, firm, or corporation, selling, erecting, repairing, making, or distributing electric signs, shall pay a license tax of, per annum - $25.00

ELEVATORS AND/OR AUTOMATIC SPRINKLING SYSTEMS.

Every person, firm or corporation engaged in the business of selling or installing elevators or automatic sprinkler systems shall apply for and procure an annual license for the transaction of such business and shall pay for such license tax of - $50.00

Provided, every person, firm, or corporation engaged in the business of repairing or servicing elevators or automatic sprinklers shall pay an annual license tax of - - - - - - - - - - - - - - $25.00

Provided, however, that this tax shall not be collected unless such person, firm, or corporation maintains an established place of business in the city.

ENGINEERS.

Exempt by State Statutes.

EMPLOYMENT AGENTS AND AGENCIES.

(a) Emigrant Agents: Every emigrant agent or person engaged in the business of procuring laborers for employment outside of Buncombe County, shall pay a license tax of, per annum - - - - - - -$100.00

Provided, that such tax shall not apply to any resident person for taking laborers to some place outside of Buncombe County for the purpose of using them for his own employment.

(b) Employment Agencies: Every person engaged in the business of operating any agency for employing cooks, house servants, office help, teachers, laborers, or persons for any employment whatsoever, and taking a charge for the services rendered, and shall pay a license tax of, per annum - - - - - - - - - $25.00

NOT PROHIBITED.

ENGINEERS, CIVIL.

Exempt by State Statutes.

ENGRAVING OR LITHOGRAPHING ESTABLISHMENTS OR SHOPS.

Each, per annum - $25.00

ENTERTAINMENTS, OPERAS, CHAUTAUQUAS, STAR COURSES OR THEATRICAL TROUPES.

Such as usually appear in licensed halls, tents, or theatres, employed by or for charitable, religious, benevolent, or educational purposes, shall pay a license tax of, for each day or part of day's exhibition, or performance - $25.00

Provided, however, that if such chautauquas, operas, star course, theatrical troupe, or entertainment, shall contain a State License Tax, as provided under Section 103, Sub-section 3 of the 1951 Revenue Act, shall pay a license tax of, for each week or part thereof - - - - - - - - - - - - - - - - $20.00

EXPLOSIVES.

Every person, firm or corporation, selling and/or distributing dynamite, powder, or other explosives, shall pay a license tax of, per annum - $25.00

License issued subject to special ordinance regulating explosives.

EXPRESS COMPANIES.

(a) Every person, firm or corporation, domestic or foreign, engaged in the business of an express company, as defined in the 1951 Revenue Act, shall pay for the privilege of doing such business within the municipal limits, a license tax of, per annum -$75.00

Provided, when this license is paid the license tax under Trucks in Section "D" is not collectible.

(b) Every person, firm or corporation, hauling or delivering express within the corporate limits of the City of Asheville, shall pay an annual license tax as follows:

On each motor vehicle of one ton capacity or less - $25.00
On each motor vehicle of more than one ton capacity and not more than two - - - - - - - 35.00
On each motor vehicle over two ton capacity - 40.00

EXHIBITIONS OR EXHIBITS NOT SPECIFICALLY TAXED HEREIN.

Per day - $7.50
Per week -35.00

"F"

FACTORIES, BARREL, CRATE, BASKET.

See "Barrel Factories".

FACTORIES, BOX.

See "Box Factories".

FARM PRODUCTS.

See "Fruits and Produce".

FEATHER RENOVATORS.

Each, per annum - $25.00

FERRIS WHEELS.

See "Riding Devices".

FERTILIZER DEALERS.

Every person, firm or corporation or their agents selling, delivering or distributing fertilizer or plant food, shall pay a license tax of each, per annum - $25.00

Mixers or manufacturers of fertilizers, shall pay a license tax of, per annum - - - - - $150.00

NOT PRORATED.

Provided, however, only the latter shall be collected from a manufacturer who is also a dealer.

FILLING STATIONS.

See "Automobile Service Stations".

FILMS, MANUFACTURING, SELLING OR RENTING.

Exempt by State Statutes.

FIRE INSURANCE COMPANIES.

Exempt by State Statutes.

FIREARMS.

Prohibited by State Statutes.

FISH, ORNAMENTAL.

Every person, firm or corporation, selling gold, silver, or other ornamental fish, alive, for use in an aquarium, bowls, or other ornamental purposes shall pay a license tax of, per annum - - -$10.00

This tax shall not be collected when a pet shop license is obtained.

FISH, PEDDLERS OF.

Prohibited.

FISH AND OYSTER DEALERS.

Each, per annum -$25.00

Provided, that all dealers in fish and oysters shall secure a permit from the Health Officer.

FIVE AND TEN CENT STORES.

Every person, firm or corporation, engaged in the operation of a business commonly known and designated as a "Five and Ten Cent Store", or where the majority of the articles of merchandise are offered for sale and are priced at less than one dollar, shall pay a license tax of, per annum - - - - - - $300.00

Provided, where this tax of $300.00 is paid, the "Chain Store" license tax, and all other license taxes levied by this ordinance on individual items, shall not be collectible, but otherwise, "Chain Store" tax and all of the other individual items shall be collectible.

FLAGS, ITINERANTS SELLING.

See "Balloons".

FLOOR FINISHERS.

Floor finishers using electrically operated machinery, shall pay a license tax of, per annum -$10.00

FLORISTS.

(a) On every person, firm or corporation, operating or maintaining a shop or store for the sale of flowers or ornamental plants, a license tax shall be paid of, per annum - - - - - - - - - - $50.00

Provided, that if any person, firm or corporation, shall do an annual business of less than $2,500.00 and not more than $1,500.00 the license tax on such business shall be - - - - - - - - - - $35.00

Provided, where such annual business is less than $1,500.00 a license tax of, per annum -$20.00

(b) On every person, firm or corporation, operating or maintaining a wagon or truck for the sale of flowers, or ornamental plants on the streets of the city, and not paying the foregoing tax, on each truck or wagon, shall pay a license tax of, per annum - $25.00

The foregoing tax shall NOT BE PRORATED.

(c) Flower Peddlers. Prohibited on all business streets and sidewalks within the fire district, except on curb market. See Curb Market ordinance for regulations.

FLOUR AND/OR GRIST MILLS.

Every person, firm or corporation operating a flour and/or grist mill, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

2,000 sq. ft. or less, to 4,000 sq. ft., per annum - - - - - - - - - - - - - - - - - $15.00
4,000 sq. ft. to 6,000 sq. ft., per annum - 25.00
6,000 sq. ft. to 8,000 sq. ft., per annum - 40.00
8,000 sq. ft. to 10,000 sq. ft., per annum - 60.00
10,000 sq. ft., and over, per annum - 80.00
At wholesale, per annum - 150.00

Provided, however, that any person, firm or corporation, operates a business not dealing with furniture exclusively, a tax shall be levied on the floor space devoted to the sale of furniture, but in no case shall the license be less than $15.00 per annum.

Every person, firm or corporation buying, or exchanging used furniture, shall, before beginning business, procure a license from the Collector.

"G"

GARAGES.

[illegible] - - - - - - - - - - - - - - - - - - -

Where the principal business is derived from the sale of hardware - - - - - - - - - $25.00
Where the principal business is not derived from the sale of hardware - - - - - - - 5.00

HARNESS OR SHOE REPAIRERS OR MANUFACTURERS.

Each itinerant - $100.00
Each resident employing no workman - 5.00
Each resident employing one workman - 7.00
Each resident, employing two workmen - 9.00
Each resident, employing three workmen - 15.00
Each resident, employing four workmen - 24.00
Each resident employing five or more workmen - - - - - - - - - - - - - - - - - - - 35.00

HAT CLEANERS OR DYERS.

See "Pressing Clubs".

HATCHERY.

Every person, firm or corporation engaged in the business of operating a chicken hatchery, shall pay a license tax of, per annum - $25.00

HATS.

See "Millinery".

HAULING--PROFESSIONAL ART.

Exempt by State Statutes.

HIDE DEALERS.

Each, per annum - - - - - - - - - - - - - - - - - - -

Interior Decorating, per annum - - -

merchandise carried is luggage, shall pay a license tax of, per annum - - -

[illegible]

[illegible]

[illegible]

Employing two helpers or less, per annum - - -

ABCDEFGHIJKL FRONT NOPQRSTUVWXYZ

ense tax of, per annum - - -

PICTURE, TRAVELING, MOVING, ...E THEATRICAL, VAUDEVILLE, OR TRAVELING MINSTREL SHOWS.

Every person, firm or corporation engaged in the business of a traveling theatrical, traveling moving picture, and/or traveling vaudeville company, giving exhibitions or performances in any hall, tent, or other place not duly licensed as a theatre, moving picture or vaudeville house, for the privilege of engaging in such business shall pay a license tax of $25.00 for each day or part of a day's exhibits or performances.

PROVIDED, that:

(a) Artists, exhibiting paintings or statuary work of their own hands, shall only pay - - - $2.00

(b) Such places of amusement that do not charge more than a total of fifty cents (50¢) for admission at the door, including reserved seat, and shall perform or exhibit continuously in any given place as much as one week, shall be required to pay $25.00 per week or part of week.

PROVIDED, however, where such amusement company holds an annual state-wide license, as provided under Section 103 of the 1951 Revenue Act, such company shall pay $10.00 per week, or part of week, provided such places of amusement do not charge more than a total of 50¢ (fifty cents) for admission at the door as provided for in sub-section B of this section.

(c) The owner of the hall, tent or other place where such amusements are exhibited or performances held shall be liable for the tax.

Application for permit to exhibit must be made in the same manner as herein required of a circus, and no performance shall be given unless permit is granted.

PIPE OR CEMENT BLOCKS.

See "Cement Blocks".

PISTOLS.

Every person, firm or corporation who is engaged in the business of keeping in stock, selling, and/or offering for sale any of the articles or commodities hereinafter enumerated, shall pay the following tax, per annum:

(a) For pistols - - -

ciferally licensed or taxed in this ordinance, shall pay an annual license tax as follows:

Working one workman - - -

[illegible] contractors employing two workmen or less	
Four to six workmen	$15.00
Two to four workmen	25.00
Six or more workmen	20.00
Itinerant [illegible] painters, per annum	30.00
	100.00

SIGN TACKIN., PAINTING ADVERTISING &c., ETC.

See "Advertising".

SILVER PLATING.

Every person, firm or corporation engaged in the business of silver plating, shall pay a license tax of, per annum - - -

TAILORS, MERCHANT.

See "Merchant, Tailors".

TALKING MACHINES.

See "Organs, Pianos and Phonographs".

TANNERIES.

Each, per annum - - -

Every person engaged in the business of repairer of umbrellas, shall pay a license tax of as follows:

If not more than one person is employed, per annum - $5.00
If more than one person is employed, per annum - 10.00

UPHOLSTERING.

Every person, firm or corporation engaged in the business of upholstering or repairing furniture, shall pay a license tax of, per annum - $15.00

PROVIDED, this tax shall not be collected from persons, firms or corporations paying a tax on furniture stores.

USED PARTS--AUTOMOBILE EQUIPMENT.

See "Automobile Equipment--Used Parts".

"V"

VAUDEVILLE COMPANIES, TRAVELING THEATRICAL COMPANIES, ETC.

See "Moving Pictures", also "Pictures".

VEHICLE OR WAGONS--ADVERTISING WITH.

See "Advertising".

VETERINARY SURGEONS.

Exempt by State Statutes.

VICTROLAS AND GRAPHOPHONES.

See "Organs, Phonographs", etc.

VULCANIZING.

See "Automotive Service".

"W"

WAGONS OR VEHICLES DRIVEN THROUGH STREETS WITH ADVERTISING SIGNS.

See "Advertising".

WALKING ABOUT STREETS DISPLAYING SIGNS.

Each and every person, firm or corporation delegating someone to walk about the streets and display, for the purpose of advertising, a sign or signs, shall pay a license tax of, per day - - - - - - - $2.00

Per week - 5.00

WASHING MACHINES.

Exempt by State Statutes.

WATERMELONS--SLICED OR CUT.

On each and every person, firm or corporation selling or offering for sale, sliced or cut watermelon, shall be paid a license tax of, per annum - $10.00

NOT P.OHIBITED.

The foregoing tax shall not be collected from restaurants or drug stores who have paid the prescribed tax, and all sales shall be subject to ordinances applicable to food handling establishments.

WEIGHING MACHINES.

See "Machines, Slot".

WELDING SHOPS.

Every person, firm or corporation who makes repairs on anything by welding, shall pay a license tax of, per annum - $25.00

WIENER STANDS, HOT-DOGS AND HAMBURGERS.

See "Restaurants".

WILD WEST SHOWS.

See "Circuses".

WINDOW CLEANERS.

Every person, firm or corporation, engaged in the business of washing windows, cleaning floors or general housecleaning, shall pay a license tax of, per annum:

Where employing one person - $10.00
Where employing two persons - 20.00
Where employing more than two persons - 30.00

WOOD, KINDLING--CHEMICAL.

(a) Every person, firm or corporation selling wood for fuel purposes, shall pay a license tax of, per annum - $5.00

(b) Every person, firm or corporation selling chemical kindling, shall pay a license tax of, per annum - $50.00

WOOD YARDS.

Saw operated by power, per annum - $15.00
Saw operated by hand, per annum - 5.00

PROVIDED, coal yards paying the $75.00 license tax are not required to pay this additional license for handling wood.

Coal yards paying only the $5.00 license tax shall pay for operating a power saw an additional tax of, per annum - $10.00

WOOLEN MILLS.

Every person, firm or corporation operating a mill manufacturing woolen cloth, shall pay a license tax of, per annum - $100.00

WRESTLING AND BOXING.

See "Games".

"Y"

YEAST.

Every person, firm or corporation selling or distributing yeast at wholesale, shall pay a license tax of, per annum - $100.00

"MISCELLANEOUS"

ALL BUSINESSES, TRADES, PROFESSIONS, GAMES, DEVICES, OR OTHER UNDERTAKINGS PROSECUTED FOR PROFIT, OR GAIN, NOT TAXED HEREIN.

Per annum - $25.00
Per quarter - 15.00
Per month - 10.00
Per day - 3.00

Section 16.

Any person who shall willfully make any false statement in an application for license under any section of this ordinance or schedule, shall, upon conviction, be liable for a penaltyof fifty ($50.00) dollars.

Section 17.

That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed; provided, that such repeal shall in no way affect any rights heretofore acquired for the collection of any taxes heretofore made, or any right heretofore acquired under any ordinance of this city.

I move the adoption of the foregoing ordinance, this the 3 day of May, 1951.

C. Fred Brown
COUNCILMAN

SECONDED BY: Jas. P. Adams
COUNCILMAN

Read, approved, and adopted by the Council on first reading, 3 day of May, 1951, with all members of the Council present voting "aye"; read, approved and adopted by the Council on second reading, 10 day of May, 1951, with all members of the Council present voting "aye"; and upon its third reading approved and adopted on the 17 day of May, 1951, with all members of the Council present voting "aye". This ordinance shall become effective 1 day of June, 1951.

C. E. Morgan
MAYOR

Margaret Sammons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

LEASE - W. P. SHUFORD, AND JOHN P. SHUFORD AND WIFE, CANEY BROWN SHUFORD (For Off-Street Parking)

Councilman Adams introduced resolution authorizing Mayor to execute lease with W. P. Shuford, and John P. Shuford and wife, Caney Brown Shuford, of certain property for operating off-street parking facilities by the city, which was, upon motion of Councilman Adams, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 73.

NORTH CAROLINA,
BUNCOMBE COUNTY.

THIS LEASE, made and entered into this the 17 day of May, 1951, by and between W. P. SHUFORD, unmarried and JOHN F. SHUFORD and wife CANEY BROWN SHUFORD, all of the County of Buncombe, State of North Carolina, hereinafter referred to as "LESSORS", and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as "LESSEE";

W I T N E S S E T H:

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, the following described property located in the City of Asheville, Buncombe County, North Carolina, to-wit:

BEGINNING at an iron stake in the Western margin of O'Henry Avenue at the Northeast corner of the Southern Bell Telephone and Telegraph Lot and runs thence with the Northern line of said lot, South 82 deg. 38' West 82.59 feet to an iron stake in the Eastern margin of North French Broad Avenue; thence with said margin of said Avenue, North 4 deg. 17' West 204.96 feet to a stake in the intersection of said margin of said Avenue with the Southern margin of Haywood Street; thence with the Southern margin of Haywood Street, North 61 deg. 43' East 174.57 feet to a stake; thence continuing with said margin, North 79 deg. 33' East 64.53 feet to a stake in the Western margin of O'Henry Avenue; thence with the Western margin of O'Henry Avenue the following three calls: North 3 deg. 13' East 17.4 feet, South 26 deg. 11' East 164.87 feet, South 14 deg. 22' East 121.33 feet to the point of BEGINNING. Being the property conveyed to W. P. Shuford and John F. Shuford by the Trustees of the C. W. Grove Estate in February 1951.

1.

TO HAVE AND TO HOLD the above described premises unto the said Lessee for a term of twenty-five (25) years, beginning June 1, 1951 and extending until the 31st day of May, 1976, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(b) That it will improve all of the property hereby leased.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this lease.

(d) That it will provide and keep necessary and suitable attendants to manage and operate said parking lot in a courteous and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located in the premises above described.

(e) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or audit of said matters which may be necessary and proper.

(f) That the Lessee will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(g) That upon the completion of all the improvements and prior to the beginning the operation of the parking lot as herein provided, the Lessee shall furnish to the Lessors a statement showing the cost of the improvements erected or placed upon the premises.

5.

It is further covenanted and agreed between the parties hereto:

(a) That at any time after one year from the date of this lease and during the term of this lease, beginning (there may be a part of the gross receipts for the use and occupation of said premises for any year in question) with the end of twelve months from June 1st to May 31st) shall fail to amount to an average of Two Thousand Three Hundred (2300.00) Dollars per month in excess of ad valorem taxes levied on the property for said year, then and in that event the Lessors, their heirs and assigns shall have the right to terminate this lease upon giving thirty days notice in writing to the Lessee of their intention so to do, provided said notice is given within thirty days from the date said receipts fail to amount to the average above referred to.

(b) That at any time the said Lessors, their heirs and assigns shall have the additional right, in their discretion, to sell all or any portion of said premises, to terminate this lease upon paying to the Lessee the proportionate part of any money spent by the Lessee in improving the said premises which the unexpired portion of the lease bears to the total term of the lease; and as an illustration of the meaning of this paragraph, if the Lessors, their heirs and assigns, at the expiration of five years from the date

this lease shall desire to terminate said lease, they shall have the right to do so upon payment to the Lessee of eighty (80%) per cent of the sum expended by the Lessee in the improvement of said premises.

6.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their heirs and assigns, except to grant concessions for the conduct of operations which may be auxiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessors, their heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessors, their heirs and assigns, immediately.

8.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals, and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its Corporate Seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)
Lessors

Attest:

_____
City Clerk

CITY OF ASHEVILLE, A municipal corporation

By _____
Mayor
Lessee

North Carolina
Buncombe County

I, Mary Lou S. Kirby, a Notary Public in and for the State and County aforesaid, hereby certify that W. P. Shuford and John F. Shuford and wife, Caney Brown Shuford, personally appeared before me and acknowledged the due execution by them of the foregoing instrument.

Witness my hand and Notarial Seal, this the _____ day of May, 1951.

My commission expires:

_____
Notary Public

North Carolina,
Buncombe County

This the _____ day of May, 1951, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, C. E. Morgan, who, being by me duly sworn, says that he is Mayor of the City of Asheville, a Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name of said corporation by himself as Mayor, sealed with its corporate seal and attested by its City Clerk. Witness my hand and Notarial seal, this _____ day of May, 1951.

My commission expires:

_____
Notary Public

[illegible] - the Lessee
[illegible] APPRECIATION

Councilman Mulvaney introduced resolution expressing appreciation of the services rendered the city by Vice-Mayor C. Fred Brown, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted by a standing vote of the Council.

RESOLUTION EXPRESSING APPRECIATION OF THE SERVICES RENDERED THE CITY BY VICE-MAYOR C. FRED BROWN

WHEREAS, the term of office of C. Fred Brown, Vice-Mayor and Councilman of the City of Asheville, expires May 21, 1951, the Council of the City of Asheville desires to express its sincere appreciation of the valuable services rendered the city by Mr. Brown as an outstanding member of the governing body of the city for six consecutive two year terms of office;

The City Council as individuals, welcome this opportunity to commend Mr. Brown for his sound business-like judgment which so greatly contributed to whatever decisions this Council has made for the benefit of the public.

And this Council, although realizing that Mr. Brown did not seek re-election as a Councilman due to the great demand of his time required by his private business, urges him to continue serving the city on its various boards, commissions, and committees to which he is presently appointed or to which he may be later appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

That this resolution be spread upon the minutes in recognition of Vice-Mayor Brown's fine record of public service, and in appreciation of the cooperative manner of performing such service with his fellow Councilmen.

I move the adoption of the foregoing resolution.

Frank Mulvaney
COUNCILMAN

James D. Adams
COUNCILMAN

Walter I. Abernethy
COUNCILMAN

E. W. Eller
COUNCILMAN

Myron C. Peterson
COUNCILMAN

Made, approved and adopted, this 17th day of May, 1951.

C. E. Morgan
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Complete copy of resolution will also be found in Resolution Book #3 page 74.

Mr. Brown thanked the Council for their expression of appreciation, and assured them that he would be glad to be of service at any time. Mayor Morgan and City Manager Weir assured Mr. Brown that it had been a pleasure to work with him.

City Manager Weldon Weir advised the Council that the Civil Service Commission had chosen Mr. James M. Bailey as the third member of said Commission, and that said Commission had organized by electing P. M. Parks as Chairman and R. Frank Nesser as Executive Secretary.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Monday, May 21, 1951 -- 10:00 o'clock A. M.

The newly elected City Council held its organization meeting at 10:00 o'clock Monday, May 21, 1951 with Mayor C. E. Morgan presiding. The members of the City Council took the oath of office in a body, which oath was administered by Mr. J. Will Swain, Clerk of the Superior Court, as follows:

Earl W. Eller
COUNCILMEN: Clarence E. Morgan
Walter I. Abernethy
Frank M. Mulvaney
Myron C. Peterson
James D. Adams
T. Graham Morrison

The oath of office was also administered to William C. Hampton, Solicitor of the Police Court.

Mayor Morgan asked for nominations for Mayor. Councilman Abernethy nominated Mr. Earl W. Eller to serve as Mayor, which motion was seconded by Councilman Mulvaney. There being no further nominations it was moved that Mr. Earl W. Eller was unanimously elected as Mayor.

Mayor Eller thanked the Council for their confidence in him.

Councilman Mulvaney nominated Mr. Walter I. Abernethy to serve as Vice-Mayor. This motion was seconded by Councilman Peterson, and Mr. Abernethy was unanimously elected to serve as Vice-Mayor.

Councilman Abernethy nominated Mr. Weldon Weir for City Manager. This motion was seconded by Councilman Mulvaney, and Mr. Weir was unanimously elected.

Mr. Weir thanked the Council for their continued confidence in him.

City Manager Weir announced that the present Directors of departments and city employees are reappointed as of this date until some future date.

Councilman Peterson nominated for Corporation [illegible] Mr. [illegible]. This motion was seconded by Councilman Morgan, and he was unanimously elected.

Councilman Mulvaney nominated Miss Margaret Simmons for City Clerk. This motion was seconded by Councilman Morgan, and she was unanimously elected.

Councilman Morgan moved that the depositors for city funds, being the Asheville Bank & Trust Company, the First National Bank, and the Bank of Asheville, remain the same. This motion was seconded by Councilman Morrison and unanimously adopted.

Councilman Morrison moved that the bonds for city officials and employees remain the same. This motion was seconded by Councilman Morgan and unanimously adopted.

The oath of office was administered to the City Manager, Corporation Counsel, and City Clerk by J. Will Swain, Clerk of the Superior Court.

It was moved by Councilman Peterson that the time of the weekly meetings, on Thursday of each week at 4:00 o'clock, remain the same. This motion was seconded by Councilman Abernethy and unanimously adopted.

Councilman Morgan moved that the salaries of city officials remain the same. This motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was on motion adjourned.

MAYOR

CITY CLERK

Thursday, May 24, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 24, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernethy, M. C. Peterson, T. Graham Morrison, F. M. Mulvaney, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

City Manager Weldon Weir presented a letter from W. L. Dockery, returning a check from the Asheville Chamber of Commerce, outlining the accomplishments of that organization during the past year and thanking the Council for its cooperation.

Councilman Abernethy introduced a resolution appointing three members of Library Board of City of Asheville, which was, upon motion of Councilman Abernethy, and Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 Page 75.

Councilman Mulvaney introduced resolution authorizing Mayor and City Clerk to execute contract with Carolina Power & Light Company for electric service to the City Hall, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 76.

APPLICATION FOR [illegible]

May 24, 1951

1. CITY OF ASHEVILLE, (hereinafter called "Customer") hereby applies to CAROLINA POWER & LIGHT COMPANY (hereinafter called "Company") for all power and energy required for and in connection with Customer's plant, in accordance with the provisions hereof. Said power and energy is to be supplied under Company's Standard Rate Schedule No G-2A and the attached Rider No. 4, for Large General Service, and under Company's rate schedule and Rules and Regulations, copies of which are hereto attached, marked "Exhibit A" and "Exhibit B" respectively.

[illegible] furnish and Customer agrees to receive and [illegible] in accordance with said "Exhibit A" and "Exhibit B" hereto [illegible] and maintain its plant adequately and in readiness to receive [illegible]

[illegible] on file with and approved by the Regulatory Commission of [illegible], and are subject to change at any time by order of or with [illegible] expressly agreed that any such change so ordered or aproved [illegible] specifically changed.

[illegible] consists of City Hall, located on City-County Plaza, in Ashe[illegible] North Carolina. The quantity of power applied for hereunder [illegible] every hereunder shall be in a vault in southeast corner of build[illegible] premises at a place suitable to Company, which Customer shall [illegible] Customer shall furnish and extend its receiving circuit to the aforesaid [illegible] Company. The power and energy shall be metered at 120/240 volts and [illegible] phase alternating current at approximately sixty (60) cycles and [illegible] maintenance by company of power in said form available to Customer in [illegible] point of delivery shall constitute delivery of power and energy [illegible] thereof.

[illegible] shall begin on the 17th day of May, 1951, and shall continue until the [illegible] automatically extend thereafter for a successive period or periods of ten [illegible] may terminate this Agreement at the end of the original term, [illegible] period, by giving six months' previous notice in writing to the other [illegible] time; and PROVIDED further that if, during the life of this Agree[illegible] expires or is otherwise terminated and Company, by reason there[illegible] within which Customer's plant is located, Company may terminate this [illegible] any time thereafter by giving to Customer thirty (30) days' written [illegible]

[illegible] shall be made to Company at its office at Asheville, North Carolina, or to [illegible] which Company may designate.

[illegible] and to arise beyond the reasonable control of either party in completing [illegible] power and energy on the date the term of this contract begins, then said [illegible] reasonable period, but not exceeding ninety (90) days.

[illegible] shall furnish without charge therefor a suitable location and adequate space, acceptable [illegible] installation, maintenance and operation by Company of such transformers and equipment as [illegible] supplying service to Customer hereunder. Company shall have the right to use such location [illegible] provided as aforesaid, during such time as service is rendered customer by Company under this, [illegible] subsequent agreement. The excess capacity of any transformer or other equipment initially or there[illegible] installed in such location and space may be used by Company in supplying service to others.

[illegible] electric service contract between the parties hereto, bearing date of February 8, 1940, [illegible] terminate and be superseded by this contract when this instrument with Exhibits attached become a [illegible] and enforceable contract between the parties, and service is begun hereunder under the terms hereof.

[illegible] when accepted by Company in the space provided below for the purpose, together [illegible] aforesaid "Exhibit A" and "Exhibit B", shall constitute the sole and complete agreement between [illegible] Company relative to power and energy hereunder, and no change alteration or modification of [illegible] agreement shall be binding upon either customer or Company unless in writing signed by each.

Signature of Customer:

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE,

By _____
Title: Mayor

APPROVED AS TO FORM:

_____
Corporation Counsel

Accepted and executed in duplicate this ____ day of _____, 19___.

CAROLINA POWER & LIGHT COMPANY

Approved: _____, 19___

By _____
Vice-President

_____
Attorney

Councilman Peterson introduced resolution appointing members of Board of Electrical Examin[illegible] which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 77.

Councilman Morrison introduced resolution authorizing Mayor and City Clerk to execute cont[illegible] with Carolina Power & Light Company for electric service to the City Auditorium, which was, upon motion of Councilman Morrison, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 3 page 78.

APPLICATION FOR POWER SERVICE

May 2h, 1951

1. CITY OF ASHEVILLE, (hereinafter called "Customer") hereby applies to CAROLINA POWER & LIGHT COMPANY (hereinafter called "Company") for all power and energy required for and in connection with Customer's plant, in accordance with the provisions hereof. Said power and energy is to be supplied under Company's rate Schedule No G-2A and the attached Rider No. 4, and under Company's rate schedule and rules and regulations, copies of which are hereto attached, marked "Exhibit A" and "Exhibit B" respectively.

2. Upon acceptance of this application, Company agrees to furnish and Customer agrees to receive and pay for the power and energy applied for herein, in accordance with said "Exhibit A" and "Exhibit B" hereto attached as aforesaid. Customer shall equip and maintain its plant adequately and in readiness to receive and use said power and energy.

3. "Exhibit A" and "Exhibit B" hereof are on file with and approved by the Regulatory Commission of the State wherein Customer's plant is located, and are subject to change at any time by order of or with the approval of said Commission, and it is expressly agreed that any such change so ordered or approved shall affect only that portion of this Agreement specifically changed.

4. Customer's plant above referred to consists of the City Auditorium, located at Haywood & Flint Streets, in Asheville, in the County of Buncombe, State of North Carolina. The quantity of power applied for hereunder is 117 kilowatts of Demand. The point of delivery hereunder shall be on a wall structure located on Customer's premises at a place suitable to Company, which Customer shall furnish without charge therefor. Customer shall furnish and extend its redeiving circuit to the aforesaid point of delivery for connection by Company. The power and energy shall be metered at 120/240 volts and shall be delivered in the form of three phase alternating current at approximately sixty (60) cycles and approximately 120/240 volts, and the maintenance by Company of power in said form available to Customer in the quantity applied for at the aforesaid point of delivery shall constitute delivery of power and energy hereunder whether or not Customer makes any use thereof.

5. The term of this Agreement shall begin on the 17th day of May, 1951, and shall continue until the 16th day of May, 1961, and shall automatically extend thereafter for a successive period or periods of ten (10) years each; PROVIDED that either party may terminate this Agreement at the end of the original term, or at the end of any such extension period, by giving six months' previous notice in writing to the other party of its intention to terminate the same; and PROVIDED further that if, during the life of this agreement, Company's municipal or other franchise expires or is otherwise terminated and Company, by reason thereof, discontinues serving the territory within which Customer's plant is located, Company may terminate this agreement concurrently therewith or at any time thereafter by giving to Customer thirty (30) days' written notice thereof.

6. All payments hereunder shall be made to Company at its office at Asheville, North Carolina, or to its duly authorized collecting agent which Company may designate.

7. In the event of delays due to causes beyond the reasonable control of either party in completing arrangements to deliver or to take power and energy on the date the term of this contract begins, then said date may be deemed deferred for a reasonable period, but not exceeding ninety (90) days.

Customer shall furnish without charge therefor a suitable location and adequate space, acceptable to Company, for the installation, maintenance and operation by Company of such transformers and equipment as may be used in supplying service to Customer hereunder. Company shall have the right to use such location and space, provided as aforesaid, during such time as service is rendered customer by Company under this, or any subsequent agreement. The excess capacity of any transformer or other equipment initially or thereafter installed in such location and space may be used by Company in supplying service to others.

8.(a) The electric service contract between the parties hereto, bearing date of September 25, 1947, will terminate and be superseded by this contract when this instrument with Exhibits attached become a binding and enforceable contract between the parties, and service is begun hereunder under the terms hereof.

9. This application, when accepted by Company in the space provided below for the purpose, together with the aforesaid "Exhibit A" and "Exhibit B", shall constitute the sole and complete agreement between Customer and Company relative to power and energy hereunder, and no change, alteration or modification of such agreement shall be binding upon either Customer or Company unless in writing signed by each.

ATTEST:

_____
City Clerk

Signature of Customer:

CITY OF ASHEVILLE,

By _____
Title: Mayor

APPROVED AS TO FORM:

_____
Corporation Counsel

Accepted and executed in duplicate this ____ day of _____, 19___.

CAROLINA POWER & LIGHT COMPANY

Approved _____, 19___

By _____
Vice-President

_____
Attorney

City Manager Weir reported to the Council that he is completing arrangements for the collection of city water bills by the First National Bank and Trust Company in West Asheville and Biltmore starting June 1st.

City Manager Weir gave a brief report of the progress being made in the issuing of water bonds recently approved, including schedule set up by Charles T. Main, engineers.

City Manager Weir stated he had received a comprehensive report from R. Y. Praytor and Robert W.

[illegible] matter of Social Security for city employees, which [illegible].

[illegible] received complaints that the law which makes it impossible for [illegible] hardship on this class of labor in Asheville. City [illegible] this matter up with the Commissioner of Labor in Raleigh.

[illegible], the meeting was upon motion adjourned.

Ed Eller
MAYOR

Margaret Lemmons
CITY CLERK

Thursday, May 31, 1951 - 4:00 o'clock P. M.

[illegible] met in regular session Thursday, May 31, 1951, at 4:00 o'clock P. M. with [illegible]. Present: Councilmen C. E. Morgan, F. M. Mulvaney, T. Graham Morrison, M. C. Peterson, James P. Adams, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and [illegible]. E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible] from the Library Board was read recommending to the City Council that the name "[illegible] STREET BRANCH" be the designation of the present Colored Public Library.

Upon motion of Councilman Adams, seconded by Councilman Abernethy, this recommendation was unanimously [illegible] Council.

Councilman Morgan introduced resolution extending to city's eligible employees the benefits authorized by Title II of Federal Social Security Act, and authorizing City Manager to prepare with State Agency suitable agreement therefor, which was, upon motion of Councilman Morgan, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 79.

City Manager Weir reported a bid of $600.00 for a 1919 model fire truck by the Franklin Fire Department of Swain County, which bid was approved by the Council.

City Manager Weir reported that tentative plans had been made for him, Corporation Counsel R. W. Wells, [illegible] John L. Walker, and a representative from Charles T. Main, Inc. to meet with bond counsel in New York City on June 2nd, to secure information regarding procure on water facility improvements.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, June 7, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 7, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernethy, T. Graham Morrison, F. M. Mulvaney, James P. Adams, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

city. City Manager Weir presented the Council with statements showing the budget position of the city.

City. City Manager Weir gave a brief report of the conference with the bond counsel in New York City.

A group of citizens from West Asheville appeared before the Council to request that Downing Street and Mardell Circle be paved, that additional street lights be installed, and that additional fire hydrants be installed on these streets.

sible. Mayor Eller stated that the matter would be investigated and relief given as soon as possible.

There being no further business, the meeting was upon motion adjourned.

Ed Eller
MAYOR

CITY CLERK

Thursday, June 14, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 14, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, M. C. Peterson, James P. Adams, T. Graham Morrison, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was read from Mr. George M. Stephens on behalf of Western North Carolina Associated Communities inviting the members of the Council and City Manager to attend a meeting of this association on June 22nd.

Councilman Morgan moved that R. Frank Messer, in addition to his duties as Executive Secretary to the Civil Service Commission, be and is hereby assigned and ordered at the request of the Asheville Police and Firemen's Civil Service Commission to serve as Executive Secretary to the Asheville Police and Firemen's Civil Service Commission, which motion was seconded by Councilman Peterson and unanimously adopted.

City Manager Weir gave a report on the collection of city water bills by the First National Bank and Trust Company, which report indicated that this arrangement is rendering a real service to consumers. Mr. Weir stated that these figures would be available to the Southern Bell Telephone Company in an effort to urge their participation in this program.

The Council welcomed Mayor Felipe Fernandez Castillo of Santiago de Cuba, who was introduced by Mr. H. F. Manning.

Mr. A. T. Rust, President of the Bricklayers Union, urged the Council to bring pressure to bear on Congress to relieve contractors of a law regarding apprentice bricklayers.

Mr. C. L. Beddingfield, Director of Apprenticeship with the State Department of Labor, explained the Davis-Bacon Act, which is designed to save apprentices from exploitation by contractors.

There being no further business, the meeting was upon motion adjourned.

MAYOR Ed Eller

Margaret Lemmons
CITY CLERK

Thursday, June 21, 1951 - 4:00 o'Clock P. M.

The City Council met in regular session Thursday, June 21, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, M. C. Peterson, Walter I. Abernathy, City Manager Weldon Weir, Corporation Counsel R. W. Wells and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible] -
[illegible] W. Jr.,
[illegible] AND PAUL P.

Councilman Peterson introduced a resolution appointing a Boxing and Wrestling Commission for the City of Asheville, which was upon motion of Councilman Peterson, seconded by Councilman Abernathy, unanimously adopted.

Complete copy of Resolution will be found in Resolution Book #3 page 80.

[illegible] OF APPOINTMENT -
[illegible], HUNTER AS COMMISSIONER
[illegible] AUTHORITY OF CITY OF
[illegible]

Mayor Eller reported to the Council that he had re-appointed Joseph L. Hunter as Commissioner of the Housing Authority of the City of Asheville for a term of five years beginning June 11, 1951.

CITY BUDGET -
DISCUSSION

1951-1952. The date of June 26th was set for a conference of the Council to review the city budget for

An oil Painting of Tom Wolfe was presented to the City of Asheville by Mrs. Ralph Wheaton, Wolfe's sister. Miss Margaret Higgs gave a brief history of the picture and the Tom Wolfe collection at the Pack Memorial Library. The picture was painted by Douglas Gorsline of New York City, a son-in-law of Maxwell Perkins, Wolfe's first editor. Others spoke briefly honoring Tom Wolfe.

There being no further business, the meeting was upon motion adjourned.

E. H. Eller
MAYOR

Lillian Dunker
DEPUTY CITY CLERK

Thursday, June 28, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 28, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernathy, T. Graham Morrison, F. M. Mulvaney, James D. Adams, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A claim was presented by George F. Meadows in the amount of $3,000.00 for damages for personal injuries.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

IN THE SUPERIOR COURT

MABEL RAMSEY,)
Plaintiff,)
)
-VS-)
)
CITY OF ASHEVILLE, a)
Municipal Corporation)
Defendant)

NOTICE AND CLAIM FOR PERSONAL DAMAGES

To the Honorable Mayor, City Manager, and the Members of the City Council:

You will please take notice that the undersigned, MABEL RAMSEY, resident of the City of Asheville, County of Buncombe and State of North Carolina, by and through George F. Meadows, her attorney, pursuant to Section 149 of the Charter of the City of Asheville, as set forth in the Code of the City of Asheville, 1945, and as required by its Charter (Private Laws of 1923, Chapter 16, Section 244), hereby files this claim and demands damages of the City of Asheville for personal injuries sustained by the said MABEL RAMSEY, at the time, place and manner hereinafter set out:

1. DATE: Claimant was injured on the 10th day of May, 1951, at about 10 o'clock P. M.

2. PLACE: Claimant was injured when she stepped into a large opening in the broken pavement on the sidewalk of State Street; said opening or broken portion of said sidewalk having been there for a long period of time and negligently permitted to remain in that condition by the City of Asheville; that on said date at about said hour, the claimant was walking along and over said sidewalk, and that upon reaching said point along and over said sidewalk, said sidewalk being in the city limits, there existed in said sidewalk a large opening or broken portions thereof a triangle in approximately 31 inches from the Western margin of said sidewalk and 42 inches across in a East-West direction and some 32 inches across in a North-South direction, and approximately 3 to 4 inches deep.

3. MANNER OF INJURY SUSTAINED: That on the date aforesaid, at about the hour of 10 o'clock P. M., the claimant was walking along the sidewalk on said State Street and upon reaching a point as aforesaid, there being no lights or warning of said opening or broken portions of said sidewalk and without any warning or knowledge that the said opening or broken portions of said sidewalk existed, claimant without any fault or negligence on her part, stepped into said opening of said sidewalk, which said condition had been permitted to remain over a long period of time by said City, and as a result of said condition of said sidewalk, claimant stepped into said opening or broken portions thereof with her left foot, violently thrown off her balance and fell into the sidewalk, and she was seriously and permanently injured as hereinafter mentioned.

4. CHARACTER OF INJURIES: That claimant was seriously and painfully injured and as she is informed, advised and believes, her said injuries may be of a permanent nature as a result of the injuries sustained when she stepped into said opening or broken portions of said sidewalk, negligently permitted to remain in said condition by the City, in that she was violently thrown against the concrete of said sidewalk, injuring her left leg, bruises on her body, also injuring her arms and other parts of her body, causing her nervous system a serious and severe shock, all of which has resulted in both serious and painful injuries to the claimant; that the injuries sustained to her left foot as a result of the negligence of said City, in failing to and neglecting to repair said sidewalk, claimant has been unable to resume her work, which she is particularly qualified to do, in addition to loss of time, doctors' bills and other incidental expenses in attempting to regain her health which she formerly enjoyed prior to said injury.

5. AMOUNT OF DAMAGES CLAIMED: That as a result of the negligence on the part of the City as aforesaid, claimant has been seriously and painfully injured as wellas permanently,

all to her great damage in the sum of at least Three Thousand ($3,000.00) Dollars as nearly as she can ascertain for which this claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted, this 28 day of June, 1951.

Mabel Ramsey
CLAIMANT

George F. Meadows
ATTORNEY FOR CLAIMANT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

MABEL RAMSEY, being duly sworn, deposes and says:

That she is the plaintiff in the above entitled matter; that she has read the foregoing Notice and Claim for Personal Damages and knows the contents thereof; that the same is true of her own knowledge and belief, except as to those matters therein stated upon information and belief, and as to those matters she believes it to be true.

Mabel Ramsey
CLAIMANT

Sworn and subscribed to before me this 28th day of June, 1951.

Roberta Smith
Notary Public

My Commission Expires:
March 5, 1953

Handed to me by George F. Meadows and received for presentation to the Council on June 28, 1951.

Lillian Dunker
Deputy City Clerk

Councilman Abernathy moved that said claims be referred to the Corporation Counsel, which motion was seconded by Councilman Adams and unanimously adopted.

Councilman Adams introduced resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1951 and ending June 30, 1952, which was upon motion of Councilman Adams, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 50.

Mr. Weir stated that the budget would be open for public inspection on the desk of the City Clerk for 20 days from this date.

Mr. Arthur M. Jones, Secretary, expressed the appreciation of the Chamber of Commerce for the city's generous contribution and also their appreciation for cooperation received from the City Manager.

There being no further business, the meeting was upon motion adjourned.

MAYOR

DEPUTY CITY CLERK

Thursday, July [illegible], 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July [illegible], 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, James D. Adams, C. E. Morgan, C. A. Peterson, Walter I. Abernethy, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

The Boxing and Wrestling Commission for the City of Asheville presented audits of the financial transactions of the Commission for the period May 29, 1947 through June 27, 1951.

A claim was presented by George F. Meadows in the amount of $[illegible].00 for property damages to certain property owned by Stella M. Brown.

IN THE SUPERIOR COURT

NOTICE AND CLAIM FOR PROPERTY DAMAGES

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Now comes the undersigned, STELLA M. BROWN, resident of the City of Asheville, State of North Carolina, by and through her attorneys, GEORGE F. MEADOWS and [illegible] pursuant to Section 149 of the Charter of the City of Asheville, as set forth in the [illegible], 1923, and as required by its Charter, (Private Laws of 1923, Chapter 16, [illegible]), files this claim and demands damages of the City of Asheville, all as a direct and [illegible] of the City of Asheville, which damages to plaintiff's real estate and [illegible] Cherry Street, occurred between 1 May 1951 and 30 June 1951, resulting [illegible] for property as hereinafter set forth.

-1-

[illegible] alleges that she is and was the owner and in possession of the plaintiff was and is now the owner and in possession of [illegible] known as Nos. 137 and 139, of Sheet 1, Ward 3, and being further described in a deed to [illegible], recorded in the office of the Register of Deeds for Buncombe County, [illegible] Page 247.

-2-

[illegible] plaintiff [illegible], together with a ten room house, is situated on the Southern [illegible] of Cherry Street, on the Eastern margin of Cumberland Avenue, which said Cherry Street and Cumberland Avenue have been [illegible] as public streets by the City of Asheville and was such at all the times herein [illegible].

-3-

That the City of Asheville, through its employees, servants and agents, has been grossly negligent in and about the operation of the plaintiff to such an extent that said premises have become seriously [illegible] to the use of the City of Asheville, in that the City of Asheville has created a [illegible] embankment along the rear of the aforesaid premises and said embankment has diverted the natural flow of water draining the aforesaid premises and the adjacent lands and has caused this flow of water to wash down and across the plaintiff's one lots with great force, carrying much debris, dirt and clay on to the plaintiff's premises.

-4-

That the [illegible] negligent acts of the City of Asheville have interferred with plaintiff's free enjoyment and use of her property and it has made it impossible for the plaintiff to receive the full profit and use and value of her property and her property has been further permanently damaged by the erection of this [illegible] embankment all to the great damage to this plaintiff in the sum of Twenty-five Hundred ($2500.00) Dollars, as nearly as she can ascertain.

Wherefore, the plaintiff makes demand and files Notice of Claim for damages sustained as result of the [illegible] of said City of Asheville, in the sum of Twenty-Five Hunured ($2500.00) Dollars.

Harry C. Martin
Geo. F. Meadows
Attorneys for Plaintiff

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

STELLA M. BROWN, being duly sworn, deposes and says:

That she is the plaintiff in the above entitled matter; that she has read the foregoing Notice and Claim for damages to her property and knows the contents thereof; that the same is true of her own knowledge except as to those matters therein stated upon information and belief, and as to those matters she believes it to be true.

Stella M. Brown
Affiant

Sworn to and subscribed before
me this 30 day of June, 1951.

Robert Reid
Notary Public

My commission expires:
March 5, 1953
(SEAL)

Same was referred to the City Manager.

Councilman Mulvaney introduced resolution appointing Substitute Judge of the Police Court of the City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book No. 3 page 82.

Councilman Morgan introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book No. 3 page 83.

Councilman Morrison introduced a resolution appointing two members of Asheville-Biltmore College, Incorporated, which was, upon motion of Councilman Morrison, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book No. 3 page 84.

The Council discussed the matter of the super-highway along the French Broad River basin to Tennessee, and City Manager stated he had attended several committee meetings working toward a survey of this route, which would be a tremendous help to Asheville and all of Western North Carolina.

There being no further business, the meeting was upon motion adjourned.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 12, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 12, 1951 at 4:00 o'clock P. M. with Mayor E. W. Miller presiding. Present: Councilmen F. D. Mulvaney, C. B. Morgan, Walter D. Abernethy, James P. Adams, Graham Morrison, City Manager Wellon Weir, Corporation Counsel R. T. Wells, and Mayor E. W. Miller.

The minutes of the previous meeting were read and approved.

Councilman Adams introduced resolution authorizing Mayor to execute lease with Board of Commissioners of Buncombe County of certain property for operating off-street parking facilities by the city, which was, upon motion of Councilman Adams, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book No. 3 page 85.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, Made and entered into this ____ day of July, 1951, by and between the BOARD OF COMMISSIONERS OF BUNCOMBE COUNTY, State of North Carolina, party of the first part, hereinafter referred to as "LESSOR", and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, party of the second part, hereinafter referred to as "LESSEE";

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

All that land and property and buildings thereon known as the Old Buncombe County Jail, having a frontage of 117.5 feet on Market Street and extending in depth to a from approximately 240 feet to a frontage of 117.5 feet on Eagle Street, which said property is designated on the tax maps of the City and County as Lot 249, Sheet 1, Ward 1; and being all of that property described in a deed dated May 11, 1883 from Theodore F. Davidson and wife to the Board of Commissioners of Buncombe County, recorded in the office of the Register of Deeds for Buncombe County in Deed Book 44 at page 308; and being all of that property described in a deed from Julia A. Sluder to the Board of Commissioners of Buncombe County by deed dated September 25, 1895 and recorded in the office of the Register of Deeds for Buncombe County in Deed Book 95 at page 28, reference to which said deed is hereby made for greater certainty of description.

1.

TO HAVE AND TO HOLD the above described premises unto the said Lessee for a term of twenty-five (25) years, beginning July 16, 1951 and extending until the 16th day of July, 1976, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessor on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever.

4.

The Lessee covenants and agrees as follows:

(a) [illegible], at its own cost and expense, raze and demolish or cause to be razed and demolished all buildings and other structures now or hereafter on said premises, and will pay over to the Lessor any proceeds [illegible] in excess of the expenses for so razing and demolishing said buildings.

(b) [illegible] any building or structure erected or placed on the premises in reasonable repair and [illegible] the Lessee at the termination of this lease.

(c) [illegible] will operate said premises as a public parking lot in a proper and businesslike manner, and will account for all receipts from said operation, and that it will charge for parking [illegible] substantially similarly located as the premises above described.

(d) [illegible] shall have the right to inspect any records of the Lessee relating to the operation [illegible] to perform, and shall have the right to make any other investigation [illegible] necessary and proper.

(e) [illegible] expenses in connection with the use and operation of said [illegible].

5.

[illegible] between the parties hereto that at any time from the date of [illegible] this lease said Lessor shall have the right in its discretion, in the [illegible] premises, for use as a governmental function other than as a public parking [illegible], upon sixty days notice in writing to the Lessee of its intention so [illegible].

6.

[illegible] parties hereto that the Lessee may not assign this lease or any [illegible] leased without written consent of the Lessor, except to [illegible] which may be ancillary to the use of the premises for a [illegible] lot.

7.

[illegible] further agreed between the parties that if the Lessee at any time fails to pay the rental [illegible] provided for and in thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor may at its option [illegible] before this lease cancelled and terminated after giving to the Lessee ten days written notice of its intention so to do. Thereupon the said Lessor may take possession of the premises without any legal process [illegible] the Lessee agrees to surrender the premises to the Lessor immediately.

IN WITNESS WHEREOF, the said Lessor has caused this instrument to be executed in its name by its Chairman, and attested by its ex-officio Clerk, and the seal attached, under and by virtue of the authority duly granted by resolution adopted by the Commissioners of the Board of Commissioners of Buncombe County; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution duly adopted by the Council of the City of Asheville.

This the day and year first above written.

ATTEST: BOARD OF COMMISSIONERS OF BUNCOMBE COUNTY

[illegible] Clerk By _____ Chairman

ATTEST: CITY OF ASHEVILLE

[illegible] Clerk By _____ Mayor

State of North Carolina,
County of Buncombe.

I, [illegible], a Notary Public, personally came George A. [illegible], Jr., [illegible] Clerk of the Board of County Commissioners of Buncombe County, North Carolina, who [illegible] personally acquainted, who being by me duly sworn, says that Coke Candler is the Chairman of said Board and that he, the said George A. Briggs, Jr., is Register of Deeds and Ex Officio Clerk of said Board, and that the seal affixed to the foregoing instrument in writing which executed the foregoing instrument; that he knows the common seal of the Board of Commissioners of Buncombe County was subscribed thereto; [illegible] that said Chairman and Clerk subscribed their names thereto, and said [illegible] and seal of said Board of County Commissioners of Buncombe County, and [illegible] act and deed of said Board of County Commissioners of Buncombe County.

WITNESS my hand and notarial seal, this the ___ day of _____, 1951.

_____ Notary Public

My commission expires:

State of North Carolina,
County of Buncombe.

I, _____, a Notary Public in and for the County aforesaid, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the [illegible] corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the day and year first above written.

_____ Notary Public

My commission expires:

[illegible]

City Manager Weldon Weir presented the City's 1950-51 financial statement to the City Council showing a surplus of $777.32 was realized in the year's financial operations that ended June 30th.

The City Manager and department heads were commended for their efforts in getting the city on a cash basis.

[illegible]

Mr. Charles C. Lee, Jr., as attorney for the Asheville Chamber of Commerce and Asheville Merchants Association, requested the Council to give serious consideration to the passage of an ordinance prohibiting uninvited solicitation at private residences by solicitors, peddlers, hawkers, itinerant merchants or transient vendors, and stated that an ordinance of this type had been upheld by the Supreme Court of the United States.

Councilman Allen moved that this matter be referred to the Corporation Counsel and City Manager for study and report, which motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

[illegible]

Margaret Simmons
CITY CLERK

Thursday, July 19, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 19, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, F. M. Mulvaney, Graham Morrison, C. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller

The minutes of the previous meeting were read and approved.

[illegible]

A petition to make the old Orange Street school property into a city playground was presented to the Council.

Councilman Abernethy moved that this petition be referred to the City Manager for study, which motion was seconded by Councilman Adams and unanimously adopted.

City Manager Weir advised that this property belongs to the City School Board and the City of Asheville has no authority over it, but that he would discuss the matter with the School Board.

[illegible]

Councilman Adams introduced Ordinance #340, being "AN ORDINANCE ADOPTING THE APPROPRIATIONS AND ESTIMATING REVENUE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1951-52".

The budget had been open for inspection in the office of the City Clerk for twenty-one days without objection, and had also been advertised in the newspaper.

The above ordinance was seconded by Councilman Abernethy, and was unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Morrison voted "aye"
Councilman Mulvaney voted "aye" — Councilman Adams voted "aye"
Councilman Peterson voted "aye" — Mayor Eller voted "aye"

[illegible]

The manner of solicitation by the promoters of a ball sponsored by the Police Local Union No. 1016 was brought before the Council by Councilman Adams.

City Manager Weir stated that he was making a study of this matter, and that if the efficiency and prestige of the Police Department was being jeopardized, that he would take whatever steps the facts might justify.

There being no further business, the meeting was upon motion adjourned.

[illegible]

Margaret Simmons
CITY CLERK

Thursday, July 26, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 26, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Graham Morrison, F. M. Mulvaney, Walter I. Abernethy, James P. Adams, C. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

...tion of Councilman Adams, seconded by Councilman Abernethy, Ordinance #344, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1951-52", was unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Morgan voted "aye"
Councilman Morrison voted "aye" — Mayor Eller voted "aye"

Councilman Mulvaney introduced resolution establishing parking meter zones, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 86.

Mayor Eller presented a report from Mr. R. F. Phillips, Director, and Mr. Eugene C. Ochsenreiter, Assistant Director, of Asheville Civil Defense relative to the status of Civil Defense as of January 15, 1951. Mayor Eller thanked Mr. Phillips and Mr. Ochsenreiter for their fine work, and said report was ordered filed in the Clerk's office.

A group of citizens appeared before the Council opposing the passage of an ordinance regulating [illegible] peddlers, hawkers, itinerant merchants or transient vendors of merchandise in the City of Asheville. Several speakers were heard including Mr. Julian Woodcock, Mr. Drake, Mr. O. K. Westmoreland, Mrs. Maude T. Perkins, Mr. Carter, Mrs. Johnson, Mr. John Lane, Mr. Durwood Brown and others. Also, a letter was read from Mount Mitchell Lodge No. 503 of Brotherhood of Railroad Trainmen.

Mayor Eller thanked the group for their expressions. Councilman Abernethy suggested that the proponents of this ordinance be invited to attend the next meeting of the Council to tell why they would justify such an ordinance, and the City Clerk was instructed to notify Mr. Charles G. Lee, attorney for Asheville Merchants Association and Asheville Chamber of Commerce of this action.

There being no further business, the meeting was upon motion adjourned

MAYOR — CITY CLERK

Thursday, August 2, 1951 - 4:00 o'clock P. M.

...regular session Thursday, August 2, 1951, at 4:00 o'clock P. M. with ... Councilmen Walter I. Abernethy, James P. Adams, F. M. Mulvaney, ... Morgan, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

...minutes of the previous meeting were read and approved.

O.RD

...motion of Councilman Adams, seconded by Councilman Abernethy, Ordinance #344, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1951-52", was unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Morgan voted "aye"
Councilman Peterson voted "aye" — Mayor Eller voted "aye"

ORDINANCE NO. 344

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1951-52

WHEREAS, on the 28th day of June, 1951 the City Council of the City of Asheville adopted an operating budget in the amount of $2,372,120.91 with a debt service of $839,769.00, making a total appropriation of $3,211,889.91;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated are appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1951 and ending June 30, 1952, inclusive:

(a)	General Government	$ 240,968.39
(b)	Law	14,401.50
(c)	Finance	28,205.00
(d)	Public Welfare	158,069.50
(e)	Public Safety	731,082.85
(f)	Libraries	60,511.02
(h)	Public Parks	[illegible]
(i)	Parks and Playgrounds	182,909.50
	Total General Operating	$ 1,9[illegible]
(j)	Water Department Operating	3[illegible]
	Total	$ 2,372,120.91

Debt Service

Principal and Interest

General Refunding Bonds	513,244.00	
Water Refunding Bonds	230,000.00	
New Water Bond Issue	96,525.00	
Total Debt Service		839,769.00
Total Appropriations		$ 3,211,889.91

Section 2. That a tax rate of $1.53 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.8240 per $100.00 valuation for operating expenses, and .7060 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1951-52, as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

I move the adoption of the foregoing ordinance, this 19 day of July, 1951.

Jas. P. Adams
COUNCILMAN

SECONDED BY: T. I. Abernethy
COUNCILMAN

Read, approved and adopted, this 2 day of August, 1951, to become effective 17 day of August, 1951.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Adams, after a brief statement to the effect that the proposed ordinance regulating peddlers had been presented to the council in good faith by the Chamber of Commerce and Merchants Association, moved that said proposed ordinance be not considered any further in its present form, which motion was seconded by Councilman Morgan and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR — CITY CLERK

Thursday, August 9, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 9, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, M. C. Peterson, Walter I. Abernethy, C. E. Morgan, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

CONTRACT - STATE HIGHWAY AND PUBLIC WORKS COMMISSION (ASHEVILLE TO LEICESTER RD.)

Councilman Abernethy introduced resolution authorizing Mayor to execute agreement with State Highway and Public Works Commission relating to improvement of that portion of Asheville to Leicester Road in the city limits, which was, upon motion of Councilman Abernethy, seconded by Councilman [illegible], unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 87.

There being no further business, the meeting was upon motion adjourned.

MAYOR — CITY CLERK

Thursday, August 16, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 16, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, Walter I. Abernethy, James P. Adams, M. C. Peterson, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was read from the North Carolina State Federation of Labor supporting the request of Fire, Police and other departments for wage increase.

Councilman Morgan introduced resolution authorizing the leasing of City of Asheville's interest in certain property in Haw Creek Ward to the State of North Carolina for the erection of a Highway Patrol Station, which was, upon motion of Councilman Morgan, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 88.

NORTH CAROLINA)
BUNCOMBE COUNTY)

L E A S E

THIS LEASE, made and entered into this 10th day of August, 1951, by and between THE COUNTY OF BUNCOMBE, a Body Politic, and THE CITY OF ASHEVILLE, a Body Politic of Buncombe County, both being located in the State of North Carolina, LESSORS; and THE STATE OF NORTH CAROLINA, LESSEE, for the use of the North Carolina Department of Motor Vehicles;

WITNESSETH: That the LESSORS hereby demise and lease the following described property to the LESSEE:

BEGINNING at a hub in the Northern margin of the old Haw Creek Road, said stake being located South 43 degrees 28 minutes East 75.2 feet from the Southwest corner of Lot 1, Block E, of a plat of Ashe Gardens, said plat being registered in the office of the Register of Deeds for Buncombe County, North Caro lina, in Plat Book 5 at page 47, said beginning point being also the Southeast corner of the second tract of parcel described in deed from Walter L. Maynard to Arthur B. Cort registered in the office of the Regis ter of Deeds in Book 655 at page 140, said beginning point being also the Southwesternmost corner of Lot No. 1 (City-County property) of the plat by the City of Asheville engineer recorded in the office of the Register of Deeds for Buncombe County in Plat Book 26 at page 14, and runs thence with the said old Haw Creek Road South 45 degrees 57 minutes East 135.2 feet to a stake in the Northern margin of the pavement of U. S. Highway No. 70; thence with the Northern margin of said pavement of said Highway the following courses and distances: South 87 degrees 25 minutes East 84.65 feet to a stake; South 86 degrees 46 minutes East 100 feet to a stake; South 86 degrees 12 minutes East 100 feet to a stake; South 85 degrees 48 minutes East 60 feet to a stake in the Southwest corner of Lot No. 2 as shown in said plat book 5 at page 47; thence with the Western boundary line of said Lot 2, North 4 degrees 18 minutes East 204 feet to an iron pin in the line of the lot designated as Lot 29 of a plat of the property of Arthur B. Court recorded in plat book 7 at page 54; thence with the Southern boundary line of Lots 29, 28, 27, 26, 25, 24 and 23 shown on said plat book 7 at page 54, and also being the Northern line of Lot No. 1, Block E of said plat book 5 at page 47, North 51 degrees 17 minutes West 316.8 feet to an old hub in the Eastern margin of a 10 foot common driveway; thence with the Eastern margin of said common driveway three calls as follows: South 36 degrees 55 minutes West 135 feet to a hub; South 40 degrees West 170 feet to a hub; South 21 degrees 25 minutes West 52 feet to the BEGINNING, and being all of Lot 1 (City-County property) as shown on a plat by the City Engineer of the City of Asheville recorded in the office of the Register of Deeds for Buncombe County in Plat Book 26 at page 14, reference to which said plat is hereby made for a greater certainty of description.

Also the right to use, for all purposes of ingress and egress to and from said described lands to the Old Haw Creek Road, the 10 foot common driveway hereinbefore mentioned, and being the 10 feet immediately adjacent to the Western boundary line of the lands hereinbefore described, and being declared and made a common driveway in the said deed of conveyance hereinbefore referred to from Maynard to Cort and registered in said Book No. 655 at page 140.

But this deed is made subject to any right-of-way that the North Carolina State Highway may have in, on or upon said property.

TO HAVE AND TO HOLD said land and premises, together with all privileges and appurtenances thereunto belonging, to the LESSEE for the term and upon the conditions hereinafter set forth;

THIS LEASE shall begin on the 15th day of August, 1951, and shall continue until the 14th day of August, 2050.

THE RENTAL for said premises for the full term of this lease shall be One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged.

THE LESSEE shall not assign this lease or sublet any part of the demised premises without the written consent of the LESSORS.

THE LESSORS hereby covenant with the LESSEE that they are seized of said premises in fee simple and that they have the right to lease the same or convey the same in fee simple, that the same are free from encumbrances, and that they will warrant the title to the same against the claims of all persons whatsoever.

IN TESTIMONY WHEREOF, the LESSOR County of Buncombe has caused these presents to be signed in its name by the Chairman of its Board of County Commissioners and to be attested by its Register of Deeds as ex officio Clerk of its Board of County Commissioners, and the LESSOR City of Asheville has caused these presents to be signed in its name by its Mayor and to be attested by the City Clerk, the day and first above written.

Attest:

Geo. A. Digges, Jr.
Buncombe County Register of Deeds
Ex Officio Clerk, Buncombe County
Board of Commissioners
(SEAL)

COUNTY OF BUNCOMBE

By Coke Candler
Chairman, Buncombe County
Board of Commissioners

ATTEST:

Margaret Simmons
City Clerk
(SEAL)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

NORTH CAROLINA)
BUNCOMBE COUNTY)

This ____ day of _____, 1951, personally came before me _____, a Notary Public in and for the County of Buncombe and the State of North Carolina, _____, who, being by me duly sworn, says that he knows the common seal of the County of Buncombe and is acquainted with _____, Chairman of its Board of Commissioners, and that he, the said _____, is its Register of Deeds, ex officio Clerk of its Board of Commissioners, and saw the said Chairman sign the instrument and saw the said common seal of said County of Buncombe affixed to said instrument by said Chairman, and that he, the said _____ signed his name in attestation of the execution of said instrument in the presence of the said Chairman.

My commission expires:

_____
Notary Public

NORTH CAROLINA)
BUNCOMBE COUNTY)

This ____ day of _____, 1951, personally came before me _____, a Notary Public in and for the County of Buncombe and the State of North Carolina, _____, who, being by me duly sworn, says that he knows the common seal of the City of Asheville and is acquainted with _____, its Mayor, and that he, the said _____, is City Clerk and saw the said Mayor sign the instrument and saw the said common seal of said City of Asheville affixed to said instrument by said Mayor, and that he, the said _____ signed his name in attestation of the execution of said instrument in the presence of the said Mayor.

My commission expires:

_____
Notary Public

NORTH CAROLINA)
BUNCOMBE COUNTY)

The foregoing certificates of _____ and _____, Notaries Public of Buncombe County, are adjudged to be in due form and according to law. Therefore, let the said lease be registered.

_____
Clerk Superior Court,
Buncombe County

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 23, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 23, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernethy, M. C. Peterson, C. E. Morgan, James P. Adams, Graham Morrison, F. M. Mulvaney, City Manager Weldon Weir, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible] AND WIFE, CLARE C. WALKER

Councilman Mulvaney introduced resolution authorizing Mayor to execute deed to Dow R. Walker and wife, Clare C. Walker, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 89.

[illegible]

City Manager Weir presented an audit for the fiscal period ending June 30, 1951, showing a surplus of $3,437.00.

[illegible]

City Manager Weir advised that negotiations have been completed for the removal of the church and cemetery situated on the watershed, that the plans and specifications for the new dam have been received, and that the bond attorneys and Local Government Commission have been advised of the progress being made on this project.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 30, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 30, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, F. M. Mulvaney, C. E. Morgan, Walter I. Abernethy, James P. Adams, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible] AND WIFE, RUTH T. LOTT

Mr. J. M. Horner, Jr., attorney for W. Clifton Lott and wife, Ruth T. Lott, presented a claim for damages to property in the amount of $10,000.00.

TO: THE CITY COUNCIL OF THE CITY OF ASHEVILLE.

NOTICE OF CLAIM

W. CLIFTON LOTT and wife, RUTH T. LOTT, herewith present their Notice of Claim to the City Council of the City of Asheville, and respectfully show:

1. That they are the owners of Lot 4 and Lot 44 as shown on Sheet 6, Biltmore Ward, on the County Tax Maps, said property also being shown as Lots 4 and 44 of Block "A" of a plat recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 2, at page 39; that Lot 4 fronts on the Hendersonville Road and Lot 44 fronts on Vanderbilt Road, and the said property lies outside of the City limits of the City of Asheville; that said two lots are adjoining and are used together, there being one dwelling house on said lots, which dwelling house fronts towards Vanderbilt Road; however, the back part of the said house is finished off nicely and the yard between the house and Hendersonville Road was planted in grass and shrubs with a number of pine trees at the immediate edge of Hendersonville Road to block off noise and view between the house and said road.

2. That during or about the months of June and July, 1951, the City of Asheville, acting by and through their agents, servants and employees, entered upon the property of these claimants, removed a fence on the edge of said property, cut down many large and beautiful pine trees, and destroyed other vegetation between the house and Hendersonville Road, and cut down the yard some several feet below its former level, and are now in process of paving said yard belonging to these claimants and making same into a street or highway, and in addition thereto have placed a line of stakes between the paving and the house belonging to these claimants, which said employees of the City of Asheville stated they were claiming as a new right-of-way, that is to say, that they were claiming right-of-way in all property between said line of stakes and the old Hendersonville Road.

3. That in addition to destroying the yard belonging to these claimants and destroying the vegetation which these claimants had spent years in developing, the said employees, agents and servants of the City of Asheville have destroyed much of the value of the remaining property in that said property had been developed as a location for a dwelling house, and by taking the property between the said house and the old Hendersonville Road and cutting out the shrubbery and paving the road up close to the house, the City of Asheville has destroyed much of the value of the remaining property and of the dwelling.

4. That the amount of damages which these claimants have suffered by reason of the actions of the City of Asheville acting by and through their agents, servants and employees, is $10,000.00.

WHEREFORE, the claimants, W. Clifton Lott, and Ruth T. Lott, hereby demand in writing within ninety days from the inflicting of the damage herein described that the City of Asheville pay to claimants the sum of $10,000.00 in settlement of damages inflicted upon the property belonging to claimants by the City of Asheville. This the 30th day of August, 1951.

Wm. C. Lott
Ruth T. Lott

Councilman Adams moved that this claim be referred to the City Manager and Corporation Counsel for investigation, which motion was seconded by Councilman Peterson and unanimously adopted.

Councilman Abernethy introduced resolution authorizing Mayor to execute lease with General Outdoor Advertising Company, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 90.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

L E A S E

THIS LEASE, entered into this the 30 day of August, 1951 by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

W I T N E S S E T H:

That the party of the first part hereby leases to the party of the second part, for and in consideration of the sum of $15.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as Lot 106, Sheet 4, Ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purposes, this lease shall then be void.

It is further agreed between the parties hereto that for the panel signboard the lessee, party of the second part, shall pay to the party of the first part the sum of $15.00 per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

Attest:

City Clerk

CITY OF ASHEVILLE

By _____ Mayor

APPROVED AS TO FORM:

CORPORATION COUNSEL

GENERAL OUTDOOR ADVERTISING COMPANY

By _____

A representative of the Gudger Street neighborhood appeared before the Council requesting information as to when Gudger Street would be opened and walkway to bus line provided, and also stressed the need for additional fire protection in this section.

City Manager Weldon Weir stated that street would be opened and walkway provided as soon as work is completed of tearing down old school building, and that the Fire Department is aware of the street condition in this section.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 6, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 6, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernathy, Frank Mulvaney, Clarence Morgan, M. C. Peterson, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman James P. Adams introduced a resolution authorizing agreement between James E. Ashe, Certified Public Accountant, and City of Asheville covering the audit of the City for the fiscal year July 1, 1951 to June 30, 1952, which was upon motion of Councilman Adams, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of Resolution will be found in Resolution Book #3 page 91.

City Manager Weldon Weir reported that he had inspected the Gudger Street site and stated that the Contractor would be finished tearing down the school building by next week and would then start opening Gudger Street to Courtland Place, but that it would be at least six months before the walkway could be opened.

An annual audit report ending June 30, 1951, also quarterly report for Asheville Alcoholic Control Board were presented to the Council by City Manager Weir. Also presented were financial statement for the City for the first two months of this fiscal year, a report on Municipal Golf Course operations for August, total revenue from Recreation Park for summer, 1951, and report on city parking lots for month of August, 1951. Said reports were ordered filed in the City Clerk's office.

Representatives of the Chamber of Commerce extended thanks to the City Council for their cooperation in providing funds for the much needed publicity program. Letters were read from the Asheville Merchants Association and Asheville Hotel Association, heartily endorsing the action of the Council in voting to turn over additional funds to the Chamber of Commerce for use in further publicizing Asheville. Mr. Weir gave a brief history of the citys position in aiding the Chamber of Commerce, stating that in 1909 an Act was passed by the State Legislature to aid in the development of the City of Asheville.

There being no further business the meeting was upon motion adjourned.

MAYOR

Gillian Tucker
DEPUTY CITY CLERK

Thursday, September 13, 1951 - 4:00 o'clock P.M.

Because of the lack of a quorum no meeting of the City Council was held on the above date.

MAYOR

Gillian Tucker
DEPUTY CITY CLERK

Thursday, September 20, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 20, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernathy, T. S. Morrison, C. E. Morgan, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meetings were read and approved.

Mr. Don C. Young, Attorney for Nellie Thompson, presented a claim for damages for personal injuries in the amount of $10,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Asheville, N. C.
September 20, 1951

TO [illegible] MAY., CITY MANAGER, AND COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, Nellie Thompson, residing in Asheville, North Carolina, by and through her attorney, Don C. Young, hereby files claim against the City of Asheville for personal injuries sustained by her at the time, place and manner hereinafter set out, to-wit:

1. DATE. Claimant was injured on the 7th day of July, 1951 at about 1 o'clock P. M.

2. PLACE. Claimant was injured on the Plaza of what is commonly known as Biltmore, directly in front of the Depot of the Southern Railway.

3. MANNER OF INJURY INFLICTION: At the time and place indicated herein there was a hole in the street and had been for a long period of time, said hole being approximately six inches wide, and eight inches long, and one inch and a half to two inches deep, and said hole is and was located in said public street known as the Plaza in Biltmore directly in front of the Depot of the Southern Railway, and at the place commonly and usually used by the public transportation company in stopping its busses for taking on and discharging passengers; that at said time and place claiment had ridden on a bus of the public transportation company from Asheville proper to said Biltmore Plaza and said bus, as it was accustomed to do pulled up in front of the said Depot in the public Plaza or street and stopped for passengers to alight therefrom; that one passenger alighted from said bus immediately in front of, and just before claimant and when claimant stepped from the said bus to the street the other passenger was just a step in front of her; that the next step claimant made she stepped in said hole in the street, which she did not know was there and which she could not see because of the proximinity thereto by the other passenger; that not knowing that said hole in said street and being unable to see the same as aforesaid, she stepped in said hole and was thrown violently and with great force to said paved street and was severely and permanently injured as a consequence thereof.

4. CHARACTER OF INJURY. That when claimant was thrown into said street and against the same on her left side, shoulder and arm, her said shoulder, arm and side were severly strained, injured, bruised and damaged and as a consequence she has suffered excruciating pain and mental anguish.

5. AMOUNT OF DAMAGES CLAIMED: That as a result of the matters and things herein stated the claimant has been damaged in at least the sum of Ten Thousand Dollars ($10,000.00), for which this claimant now makes claim for restitution against the City of Asheville, N. C.

Respectfully submitted, this the day and year first above written.

NELLIE THOMPSON

BY Don C. Young
Attorney

Councilman Peterson moved that this claim be referred to the City Manager and Corporation Counsel for investigation, which motion was seconded by Councilman Morgan and unanimously adopted.

Mr. James S. Howell, Mr. William J. Cocke, and Mr. Oscar Stanton, Attorneys for Sallie L. Whitson, Jennie Whitson and Mary Whitson, presented a claim for possession of certain property described in Deed Book 298 at pages 181, 203, 175 and 184 office of Register of Deeds for Buncombe County.

NORTH CAROLINA
BUNCOMBE COUNTY

NOTICE OF CLAIM AND DEMAND

To the City of Asheville, Honorable Earl W. Eller, Mayor, and the City Council of said city:

The undersigned herewith claim that those lands and premises conveyed to the City of Asheville by Deeds recorded in the office of the Register of Deeds of Buncombe County in Deed Book Volume 298 at pages 181, 203, 175 and 184 to which reference is hereby made for a description of said lands and premises have reverted in fee simple th the undersigned and Helen Whitson and to the heirs or assigns of W. R. Whitson, W. L. Whitson, Joseph J. Whitson, C. P. Whitson, George M. Whitson, S. P. Whitson and Hattie Whitson pursuant to the express terms of said Deeds and the contracts pursuant to which said Deeds were made, said contracts being duly recorded in the office of the Register of Deeds of Buncombe County, North Carolina, in Deed Book Volume 279 at pages 360, 361 and 362, to which contracts reference is hereby made.

The undersigned demand that they and the said heirs or assigns be let into possession of said lands and that the City of Asheville quit possession thereof and to the end that they may have a record, marketable title, the undersigned request the City of Asheville to execute and deliver a quit claim to the lands described in said Deeds to the following as tenants in common owning said lands in the undivided interests set forth: Sallie L. Whitson, 1/8 undivided interest; Jennie Whitson, 1/8 undivided interest; Mary Whitson, 1/8 undivided interest; W. K. Whitson, 1/16 undivided interest; Edward Maxwell Whitson, 1/16 undivided interest; Mae B. McGuyrt, 1/168 undivided interest; Gladys P. Long, 1/168 undivided interest; Ernie B. Eads, 1/168 undivided interest; Cleo B. Gossett, 1/168 undivided interest; Eunice B. LeRoy, 1/168 undivided interest; Jesse Ballew, 1/168 undivided interest; William Ballew, 1/168 undivided interest; Ethel Whitson Austin, 1/24 undivided interest; Mary Lee Hall, 1/24 undivided interest; C. M. Whitson, 1/24 undivided interest; Roy S. Whitson, 1/24 undivided interest; S. M. (Dow) Whitson, 1/24 undivided interest; George W. Whitson, 1/32 undivided interest; Bess Whitson Rayne, 1/32 undivided interest; Mary K. Whitson, 1/32 undivided interest; Charles P. Whitson, 1/32 undivided interest; Helen Whitson, 1/8 undivided interest.

Respectfully submitted to the City Council pursuant to Section 90 Private Laws 1931, Chanter 121 and Section 14° of the Charter of the City of Asheville.

This the 1°th day of September, 1951.

SALLIE L. WHITSON, JENNIE WHITSON AND MARY WHITSON

BY James S. Howell, Oscar Stanton
William J. Cocke
Their Attorneys

Councilman Abernathy moved that this claim be referred to the Corporation Counsel for investigation and report, which motion was seconded by Councilman Morgan and unanimously adopted.

City Manager Weir presented a problem in connection with the North Fork Watershed, stating that Charles T. Main, Inc. has recommended that the city assume the responsibility of removing the timber and pulpwood on the area to be flooded. Mr. Weir recommended that he be authorized to advertise for bids for said timber and pulpwood.

Councilman Morgan moved that the City Manager be authorized to advertise for bids for said merchantable timber and pulpwood, which motion was seconded by Councilman Peterson and unanimously adopted.

City Manager Weir presented plans and specifications for new Fire Station and Library in West Asheville, and stated that said plans had been approved by the Fire Chief, Director of Public Safety and Librarian. Mr. Weir recommended that he be authorized to advertise for alternate bids, one bid being for total construction and one bid without library construction, said bids to be brought back to the Council for confirmation.

Councilman Abernathy moved that the City Manager be so authorized, which motion was seconded by Councilman Peterson and unanimously adopted.

Captain N. L. Smith, on behalf of members of Police and Fire Departments, appeared before the City Council to request an increase in wages for said Departments of $25.00 per month retroactive to beginning of fiscal year July 1, 1951. Captain Smith presented petitions signed by some 2,000 persons endorsing said increase.

Mayor Eller stated that he was aware of the loyalty and efficiency of the employees of city. However, it was the policy of the Council that increases be over-all increases for all Departments of the city.

Other speakers on behalf of the request for wage increase included Mr. Wade Elliott, President of Asheville Central Labor Union; union representatives from American Enka Corporation and Sayles-Biltmore Bleacheries; Mr. Claude DeBruhl, and others.

Councilman Morgan moved that the City Manager make a thorough study of the wage structure of all city employees, and give the Council a picture of increases that have been granted recently, so that the situation can be evaluated, which motion was seconded by Councilman Peterson and unanimously adopted.

Mayor Eller thanked the delegation for bringing this matter to the Council.

There being no further business the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 27, 1951 - 4:00 o'clock P.M.

The City Council met in regular session Thursday, September 27, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernathy, F. M. Mulvaney, James P. Adams, Graham Morrison, M. C. Peterson, Mayor E. W. Eller, City Manager Weldon Weir, Corporation Counsel Robert W. Wells.

The minutes of the previous meeting were read and approved.

City Manager Weir and Corporation Counsel Wells recommended that the claim of Sallie L. Whitson, Jennie Whitson and Mary Whitson be denied as presented.

[illegible], upon motion of Councilman Adams, seconded by Councilman Mulvaney, the claim of Callie L. Whitson, Jessie L. Hixon and Mary Whitson as presented was unanimously denied.

The Mayor advised the Council that after conference with Mr. W. F. Easterling, [illegible] Commission, and Mitchell & Pershing, Bond counsel, a tentative [illegible] in connection with construction of dam and bond sale was adopted.

[illegible] - Advertise for Bids for Construction of Burnett Dam and Reservoir.

[illegible] - Receive Bids for said Construction advertised above.

[illegible] - Notify Local Government Commission amount of Bonds decided to be issued.

[illegible] - Adopt Bond Resolution, or adjourn Council [illegible] November 21, 1951 for Adoption of said Bond Resolution.

[illegible] - Receive Bids for Bonds.

November 29 - December 3, 1951 - (Preferably the 29th) - Award Construction Contract.

December 1, 1951 - Delivery of Bonds in New York or Chicago.

Upon motion of Councilman Adams, seconded by Councilman Morgan, the City Manager was authorized to advertise [illegible]

Mr. F. Webb Ellis, President of Asheville Insurance Agents Exchange, Inc., presented to the Council for consideration the "T"-Man Traffic Plan designed to reduce traffic violations, and thereby reduce automobile accident toll.

Asheville City Council
Asheville, N. C.

Gentlemen:

Alarmed at the increase in the traffic accidents in our City, State and Nation, and personally concerned with our local problem, we a group of Asheville insurance agents, pledge ourselves to strive diligently toward a solution of this great menace.

We, as citizens, submit a proposal which we consider positive and sound, similar plans exist in other cities, and are working efficiently. This plan has been discussed with administrative officials of the city and other citizens. They all strongly approve this plan.

The Plan: We have a simple one and we think it should be continuous one. We propose to appoint a Secret "T" Man Committee of three [illegible] citizens, a majority of whom will be other than members [illegible] organization. The function of this committee will be to appoint 25 "T" Men, all outstanding citizens of the City of Asheville - one for each zone in the city; to assign each "T" Man a number; to supply each with cards approved by the Police Department for reporting traffic violations to the Police Department, and to replace "T" Men when necessary.

The committee will have the identity of "T" Men. A "T" Man will report violations by card to the Police Department [illegible] will identify himself only by his number. The [illegible] will identify only the car - not the operator - [illegible] driver. It also will state the hour, the [illegible] and the violation.

When the report reaches the Police Department, the [illegible] will write a friendly letter to the owner [illegible]. If an owner's car is reported the [illegible] friendly visit by a uniformed police officer [illegible]. There will be no prosecution as a result of [illegible].

[illegible] problem before the public at all times [illegible] will be glad to furnish any other information [illegible] officials that may be needed.

Respectfully submitted,

ASHEVILLE INSURANCE AGENTS EXCHANGE, INC.

s/ F. Webb Ellis

F. Webb Ellis, President

Chief of Police Harold Baloe gave a brief explanation of the operation of the plan and expressed approval of its adoption.

City Manager Weir stated that the plan would cut the problem of traffic accidents as to the citizens.

Councilman Adams moved that this plan be referred to the City Manager for study and recommendation to the Council, which motion was seconded by Councilman Peterson and unanimously adopted.

Mayor Eller thanked the Committee for bringing this matter to the attention of the Council.

There being no further business the meeting was, upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, October [illegible], 1951 - [illegible] o'clock P. M.

The City Council met in regular session Thursday, October 4, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. T. Mulvaney, C. B. Morgan, James P. Adams, Walter [illegible] Abernathy, Corporation Counsel R. W. Wells and E. W. Eller.

The minutes of the previous meeting were read and approved.

. . . . .

Councilman Abernathy introduced a resolution authorizing the Mayor to enter into party wall agreement, which was, upon motion of Councilman Abernathy, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 92.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

AGREEMENT

THIS AGREEMENT made this 4th. day of October, 1951, between THE CITY OF ASHEVILLE, a Municipal Corporation, PARTY OF THE FIRST PART, and R. E. SAMS and wife, JUANITA F. SAMS, PARTIES OF THE SECOND PART, all of Buncombe County, North Carolina.

WITNESSETH:

THAT WHEREAS, the party of the first part, and parties of the second part own adjoining parcels of land situated on the North side of Haywood Road in the City of (West) Asheville, North Carolina, said parcel of land owned by the party of the first part being the same property conveyed to it by J. H. BUCKNER and wife, ANNIE K. BUCKNER, by deed recorded in Book 261 at Page 406, in the Office of the Register of Deeds of Buncombe County, and said parcel of land owned by the said parties of the second part being the same land conveyed to them by MALLIE B. YOUNCE JOHNSON and others by deed recorded in Book 696 at Page 197, in the said Register's Office; and;

WHEREAS, there is situated a brick building on said property owned by the party of the first part, and a brick building on the property owned by the parties of the second part; and,

WHEREAS, there is a joint, or party wall, running the entire length of the line dividing the buildings owned by the party of the first part and the parties of the second part, said wall running a distance of approximately eighty (80) feet from the North margin of the sidewalk on Haywood Road to the Northeast corner of the property of the party of the first part; and,

WHEREAS, the parties hereto are desirous of establishing for themselves, their heirs, successors, and assigns, the joint right to use said joint, or party wall, or any replacement thereof, or addition thereto, or substitution therefor, for the benefit of their respective buildings, and addition thereto, or replacements thereof, as herein provided.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1.

SAID wall is and shall remain a party wall, appurtenant to the property of said party of the first part and said property of the parties of the second part, respectively;

2.

IN the event that either the party of the first part, or the parties of the second part shall find it necessary, or advantageous to make minor alterations, or repairs, to their respective sides of said wall, said parties may make such alterations, or repairs, at their own expense. In the event that any repairs, or alterations, resulting from normal wear and tear and depreciation, shall be necessary to maintain, strengthen, or repair said wall for the benefit of all of the parties hereto, then the expense of said alterations, or repairs, shall be equally borne by the party of the first part and the parties of the second part.

3.

IN the event that said party wall shall become damaged, or substantially weakened, by any alterations made by any of the parties hereto, or their agents, to the extent that said wall shall require additional repairs, then the cost of such repairs shall be borne by the party, or parties, causing the damage to said wall.

4.

EACH of all of the provisions of this contract shall be deemed to run with the respective tracts of land and shall be valid and binding upon the respective successors in title of the parties to

this agreement to the same extent that they are binding upon the original parties to this agreement as herein set out.

IN TESTIMONY [illegible], said parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

CITY OF ASHEVILLE

By: E. W. Eller (SEAL)
Mayor

ATTEST:

Margaret Simmons
City Clerk

R. E. Sams (SEAL)

Juanita F. Sams (SEAL)

Mr. Herschel Parkins, on behalf of the Board of Adjustment, appeared before the Council and requested the Council to look into the matter of defining the time limit on building permits, since his Board has no clear-cut means of determining the effectiveness of a permit under which construction has been started.

Councilman Adams moved that the Corporation Counsel be instructed to make a study of this matter together with the Board of Adjustment, which motion was seconded by Councilman Delaney and unanimously adopted.

There being no further business the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 11, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 11, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. S. Morrison, Walter I. Abernethy, C. E. Morgan, [illegible] James D. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, [illegible].

[illegible] were read and approved.

City Manager Weir advised the Council that the Building Inspector has suggested that the Building Code be amended to limit the effective life of a building permit, and Mr. Weir recommended that [illegible] Counsel.

[illegible] that the Corporation Counsel be instructed to prepare an ordinance [illegible] motion was seconded by Councilman Morgan and unanimously [illegible].

[illegible] report to the Council on the request made by the Police and [illegible].

October 11, 1951

[illegible] Council: Several petitions favoring salary increases for certain [illegible] advised I do not want to take the position of opposing such a [illegible] group of city employees and not for all; therefore if this [illegible] - I do urge that it be considered for all employees, [illegible] by law.

[illegible], the city's total appropriations for salaries amount to $1,100,000.00. If a 10% increase is to be considered, it will require $140,000.00 annually to [illegible] necessary from Ad Valorem taxes it would be necessary [illegible] from $1.53 per $100.00 valuation to $1.73 per $100.00 valuation. [illegible]ship on property owners, therefore, I would like to [illegible] departments be re-organized to curtail present [illegible] obligation without increasing the tax rate.

[illegible] will be necessary with respect to the various depart- [illegible] ation, I will briefly outline same.

[illegible] -

[illegible] - The following changes to be made.

Discontinue the position of Dispatcher which operates on one shift and assign this responsibility to the Lieutenants who are on desk duty at the Police Department at all times.

[illegible] of Acting Captain.

[illegible] position of Chief of Detectives [illegible] Chief of Police.

[illegible] two positions in the Detective Division.

[illegible] Patrolmen assigned to the 3:00 to 11:00 P.M. shift.

[illegible] - The following changes to be made.

[illegible] positions of Assistant Chiefs (2). [illegible] responsibility.

[illegible] position in the [illegible] Inspection.

[illegible] of the Work [illegible].

[illegible] it would [illegible].

[illegible]:

[illegible] - Provide for [illegible] for each fiscal period. At present time we are appropriating for 24 weeks twice a week [illegible].

[illegible] Department - [illegible] our annual [illegible] to this [illegible].

Assignments within other departments of city government, such as Health, Library, [illegible], Water - to be considered to the extent of [illegible] allow the 10% increase as suggested above.

I realize that such a plan is drastic, but it would be drastic to increase the tax rate $.20¢ per $100.00 valuation. My considered opinion, after careful and complete examination and survey, is that a flat 10% increase in salary can only be effected by adoption of one of the two plans set forth above.

Councilman Adams moved that this report be accepted for study by the Council, which motion was seconded by Councilman Peterson and unanimously adopted.

Mr. Weir presented information regarding the Police and Firemen's Pension Plan, the furnishing of uniforms to members of these departments, former increases granted over a period of from 1936 to [illegible], Social Security for other city employees.

[illegible] Powell, representing the members of the Police and Fire Department, [illegible] and other citizens endorsing the request for wage increase, and requested opportunity to be heard. [illegible] L. Smith also spoke briefly on this request.

With the consent of the Council Mr. Weir agreed to meet with any committee that might be appointed by this group to study the figures involved.

Councilman Peterson introduced resolution [illegible] directing the City Manager to [illegible] in the name of the city amendments to the agreements for public works plan preparation between the United States of America, [illegible] Carolina, [illegible].

Complete copy of resolution will be found in Resolution Book No. 3 at page 33.

HOUSING AND HOME FINANCE AGENCY
[illegible]

[illegible] DEPARTMENT FOR PUBLIC WORKS PLAN PREPARATION

PROJECT: N. C. NI-P-1020

To: City of Asheville
Asheville,
North Carolina

The United States of America hereby offers to amend the agreement for Public Works Plan Preparation consummated under date of July 29, 1950, between the City of Asheville, North Carolina, and the United States of America, as follows:

1. The amount of the advance is hereby changed from "not to exceed $32,160.00" to "not to exceed $61,580.00."

2. The description of the project to be planned is hereby changed from "intercepting sewers" to "intercepting sewers and sewage treatment plant."

3. The period within which the plan preparation is to be completed is hereby changed from "455" to "830" days.

All other provisions of the Agreement remain in full force and effect.

UNITED STATES OF AMERICA
HOUSING AND HOME FINANCE AGENCY

By /s/ [illegible]
Acting Regional Engineer

The foregoing offer is hereby accepted this 11th day of October, 1951.

CITY OF ASHEVILLE, NORTH CAROLINA

By /s/ Weldon Weir
City Manager

[illegible] 31-B-1921

[illegible] agreement for Pack's Corner Plan [illegible] 1950 between the City of Asheville, North [illegible] follows:

[illegible] Fee to exceed $4,410.00" to "$4,410.00"

[illegible] is to be paid [illegible]

[illegible] remain in full force and effect.

[illegible]

By /s/ [illegible]

[illegible]

[illegible] 11th day of October, 1951.

[illegible]

By Felton Eller

City Manager

[illegible] of the sale of the [illegible] on the city property [illegible] notice for bids for the sale of the [illegible]

[illegible] the Y.M.C.A. be authorized to advertise for bids [illegible] the city property near Pisgah Heights, with [illegible]

Recorded.

Margaret Cummings

Thursday, October 18, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 18, 1951 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, James P. Adams, F. M. Mulvaney, M. C. Peterson, Walter I. Abernethy, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Mr. Sanford Brown, attorney for Nancy Hood and Enoch Jeff Hood, presented a claim for damages for personal injuries in the amount of $4,000.00.

NORTH CAROLINA
BUNCOMBE COUNTY

N O T I C E

To the Honorable Mayor and Council of the City of Asheville, North Carolina:

You will please take notice that the undersigned, Nancy Hood, of 173½ Ashland Ave., Asheville, North Carolina, and her husband Enoch Jeff Hood by and through Sanford W. Brown, their attorney, pursuant to section of the City Charter of the City of Asheville, hereby claim and demand damages of City of Asheville as the result of personal injuries sustained by said Nancy Hood on the 11th day of August, 1951, on a public street in said City, as follows: from falling and breaking her left arm at the wrist joint and mashing, bruising and cutting her mouth and otherwise injuring other parts of her body as a direct and proximate result of the negligent failure of the City of Asheville to keep the sidewalk on the East side of Ashland Avenue immediately south of its intersection with Hilliard Ave., in said City in reasonably safe repair and free from holes in same that were hidden by vines that the said City had negligently permitted to grow over and cover to such an extent as to make same unobservable to the complainant on the occasion complained of, and that said injuries made it necessary for the claimant, Mrs. Nancy Hood, to receive immediate medical attention both at a hospital and later at her home and that same have disabled said claimant and caused her to lose much time from her normal remunerative duties and to lose the returns therefrom and to experience, great pain and suffering in both mind and body, which pain and suffering continues at this time and to incur expense in doctors bills, hospital bills and for nurses care and to be disfigured all to her great damage in the amount of $3000.00.

And upon the aforestated facts, Enoch Jeff Hood, co-claimant herein, makes claim for the sum of $1000.00 for his loss of consortium with his wife by reason of her said injuries and disability resulting therefrom.

The undersigned claimants, therefore, respectfully present their claims for said amounts, through their counsel and respectfully request payment of same.

Sanford W. Brown
Attorney for Nancy Hood and husband, Enoch Jeff Hood

NORTH CAROLINA
COUNTY OF BUNCOMBE

NANCY HOOD, and her husband, ENOCH JEFF HOOD, being first duly sworn depose and say: That they are the claimants in the foregoing and annexed claim; that they have read said claim and know the contents thereof; that the statements made therein are true of their personal knowledge except those matters and things as are stated therein on information and belief and as to those things they believe it to be true.

Nancy Hood

E. J. Hood
Claimants

Sworn to and subscribed before me, this 15th day of October, 1951.

My commission expires:
Sept. 7, 1951

George R. Gash
Notary Public

(SEAL)

Councilman Mulvaney moved that this claim be referred to the Corporation Counsel and City Manager for investigation, which motion was seconded by Councilman Morgan and unanimously adopted.

[illegible] 345 - AN [illegible]
[illegible] ORDINANCE [illegible] AS THE CODE OF THE CITY OF ASHEVILLE, [illegible] RELATING TO THE BUILDING, [illegible]

Councilman Adams introduced Ordinance No. 345, being "AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945, RELATING TO THE BUILDING CODE", which was upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Morrison voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible] SEWAGE PLANT - AMENDMENT
[illegible] WITH LEE G. WARREN
[illegible], POWELL AND HENDON FOR
[illegible] SERVICES

Councilman Abernethy introduced resolution authorizing Mayor to execute amendment to contract with Lee G. Warren and Polk, Powell and Hendon for engineering services relating to sewage treatment and disposal plants and appurtenant pipes, which was, upon motion of Councilman Abernethy, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 94

AMENDMENT

THIS AMENDMENT TO that certain Contract entered into on the 30th day of December, 1950, by and between THE CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter called the City; and LEE G. WARREN, a Consulting Engineer of Asheville, North Carolina, and HUGH A. POWELL and HARRY H. HENDON, a co-partnership of Birmingham, Alabama, trading and doing business under the firm name and style of Polk, Powell and Hendon, Engineers, hereinafter called the Engineers:

WITNESSETH THAT:

WHEREAS, the City has determined that it is desirable and in the public interest that the scope of the sewerage works proposed to be built by the City as described in said contract be enlarged to include ten sanitary sewer districts lying outside the corporate limits of the City in Buncombe County, North Carolina, as more particularly described hereinafter, thereby providing metropolitan sewage disposal facilities for the entire Asheville Community, and

WHEREAS, the City has applied for an advance of money from the United States of America under the terms of Public Law 352, 81st Congress, approved October 13, 1949, in the amount of $50,480.00 to aid in defraying the additional costs of architectural, engineering and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other acts preliminary to the construction of the said additional sewage works; and

WHEREAS, it is the desire and purpose of the Parties to amend said Contract to increase the scope of the engineering work described therein and to provide additional fees therefor.

NOW, THEREFORE, the City and the Engineers, for the considerations, hereinafter named, agree to amend said contract as follows:

1. The figures "455" in line six of Article four, are changed to read "830".

2. The area to be served by the proposed sanitary sewage treatment and disposal facilities as described in the said Contract shall be extended to cover all of the developed area of the Asheville Community, including, but not limited to, the following named utility districts which have been formed in Buncombe County to provide water and sanitary sewerage services outside the corporate limits of the City and which now provide sanitary sewerage service:

1. The Beaverdam Water and Sewer District
2. The Busbee Sanitary Sewer District
3. The Caney Valley Sanitary Sewer District
4. The Crescent Hill Sanitary Sewer District
5. The East Biltmore Sanitary Sewer District
6. The Fairview Sanitary Sewer District
7. The Hazel Ward Water and Watershed District
8. The Skyland Sanitary Sewer District
9. The Swannanoa Water and Sewer District
10. The Woodfin Sanitary Water and Sewer District.

3. The detailed plans, designs, specifications, and other documents and services to be furnished or performed by the Engineers as set forth in said Contract shall include sanitary sewerage facilities as necessary for a comprehensive metropolitan sanitary sewage treatment and disposal system suitable to serve the entire Asheville Community area, including the above named utility districts in Buncombe County.

4. For the additional engineering work and services thus made necessary, upon faithful performance thereof, the City shall pay to the Engineers the sum of fifty thousand four Hundred Eighty Dollars ($50,480.00) of which twenty-five per cent (25%) shall be payable within seven (7) days after receipt by the City of advance planning funds from the United States of America; and the remainder within thirty (30) days after delivery of completed report, plans and specifications on the entire project, as stipulated in Article III of said Contract.

5. All terms and conditions of said Contract, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment to said Contract in triplicate on the 18th day of October, 1951.

ATTEST:

Margaret Simmons
City Clerk
(SEAL)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

LEE G. WARREN, Consulting Engineer

By Lee G. Warren

APPROVED AS TO FORM:

Robt. W. Wells
Corporation Counsel

POLK, POWELL AND HENDON, Engineers

By Hugh A. Powell

Harry H. Hendon

City Manager Weir reported that George Pennell, attorney, had requested that the conference with a committee from the Fire and Police Departments be postponed until the first of next week.

Dr. Margery Lord, City Health Officer, told the Council that measures to meet the water shortage are progressing satisfactorily.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 25, 1951 - 4:00 o'clock P.

The City Council met in regular session Thursday, October 25, 1951, at 4:00 o'clock P. M. with Mayor Walter I. Abernethy presiding. Present: Councilmen Graham Morrison, F. M. Mulvaney, James P. Adams, M. C. Peterson, City Manager Weldon Weir, and Vice-Mayor Walter I. Abernethy.

The minutes of the previous meeting were read and approved.

An application was presented to the Council requesting the re-zoning of certain properties lying in the northwest section of the city known as "Klondyke", formerly owned by the Tench Coxe Estate, and the adjoining property lying north thereof owned by Mrs. Daisy Coxe Wright, comprising approximately twenty acres.

Councilman Mulvaney moved that this matter be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Morrison and unanimously adopted.

Upon motion of Councilman Adams, seconded by Councilman Peterson, Ordinance 345, being "AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945, RELATING TO THE BUILDING CODE," was unanimously passed on its second reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Morrison voted "aye"
Councilman Adams voted "aye"
Vice-Mayor Abernethy voted "aye"

City Manager Weir reported that bids had been received for the construction of the new Fire Station and library facility in West Asheville. Mr. Weir stated that he would meet with the architects for detailed information before making formal recommendation to the Council.

Vice-Mayor Abernethy spoke briefly in favor of the branch library, and Mr. Weir referred to a report by Miss Margaret Ligon and the Library Board recommending the establishment of this branch library.

Mr. C. C. Wible for the Police Department and Captain John L. Dalton for the Fire Department presented resolutions of Police Local 1016 and Firefighters Association Local 865 altering their wage increase request to ask for a 10 per cent salary increase rather than a flat $25.00 raise. The resolutions further pledged cooperation to economize within the departments by not asking that present vacancies be filled, and expressed appreciation to Mr. Weir for his assistance in an analysis of the City's budget.

Mr. Morrison moved that this matter be referred to the City Manager for further study, which motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 1, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 1, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, Walter I. Abernethy, James P. Adams, F. M. Mulvaney, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Upon motion of Councilman Adams, seconded by Councilman Peterson, Ordinance 345, being "AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945, RELATING TO THE BUILDING CODE," was unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 345

AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945, RELATING TO THE BUILDING CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Ordinance 298 be and it is hereby amended by adding a new section to be known as Section 249B under Article 1, Building Code, Chapter III, as follows:

249B. BUILDING PERMIT - EXPIRATION. Every permit issued under the provisions of this Building Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within six months from the date on which same is granted, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of six months. Before such work can be recommenced a new permit shall be first obtained so to do, and the fee therefor shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year.

Section 2. That this ordinance shall be in full force and effect fifteen days after date of final passage.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

I move the adoption of the foregoing ordinance, this 18 day of October, 1951.

Jas. P. Adams
COUNCILMAN

SECONDED BY: Myron C. Peterson
COUNCILMAN

Read, approved and adopted, this 1 day of November, 1951, to become effective 16 day of November, 1951.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

City Manager Weldon Weir presented to the Council the bids which were received for the construction of the West Asheville fire station and branch library on October 24, 1951 as follows:

General Contractors	Address	Bid
Merchant Const. Co.	Asheville, N. C.	$ 84,358.00
Quality Const. Co.	Asheville, N. C.	100,069.00
E. B. Robinson & Son.	Asheville, N. C.	83,750.00
H. Southworth Co.	Asheville, N. C.	87,565.00
W. B. Dillard	Sylva, N. C.	84,900.00
Carter-Miot Construction Co.	Columbia, S. C.	105,695.00
W. H. Hollifield	Asheville, N. C.	112,000.00
Bailey-Brazell Const. Co.	Greenville, S. C.	95,160.00
Little Const. Co.	Charlotte, N. C.	92,629.00
Electrical		
United Electric Co.	Asheville, N. C.	7,540.00
W. R. Haynes Elect. Corp.	Asheville, N. C.	11,600.00
Hayes & Lunsford	Asheville, N. C.	8,115.00
Dixie Elect. Co.	Asheville, N. C.	8,090.00
Plumbing		
Wooster Plumbing Co.	Enka, N. C.	5,800.00
Kiser Plumbing Co.	Asheville, N. C.	6,835.00
Moser Plumbing Co.	Asheville, N. C.	5,680.00
Heating		
Price Piping Co.	Asheville, N. C.	9,750.00
Wooster Plumbing Co.	Enka, N. C.	12,200.00
Moser Plumbing Co.	Asheville, N. C.	10,365.00
Kiser Plumbing Co.	Asheville, N. C.	No Bid
Citizens Plumbing & Heating Co.	Asheville, N. C.	12,928.00

Councilman Abernethy introduced resolution awarding contracts for construction of fire station and branch library building, and directing City Manager to execute same, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 95.

Miss Annie Westall, Library Board chairman, spoke in appreciation of the library branch, as did Mrs. J. Wall Anderson, a board member. City Manager Weir told of the strong support given the library effort by persons of West Asheville who signed petitions and wrote letters in its behalf.

Councilman Mulvaney introduced resolution authorizing Mayor to enter into lease with Charles D. Franklin for certain property on Riverside Drive, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 96.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, Made and entered into this 1st day of November, 1951, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called LESSOR, and CHARLES D. FRANKLIN, party of the second part, hereinafter called LESSEE;

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of Riverside Drive, which said beginning stake is located South 20 deg. East 523 feet; thence South 15 deg. 50' East 43.1 feet from an iron pin in the western margin of said Riverside Drive, the Southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in plat book 8 page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County Tax Maps; runs thence from said beginning stake with said western margin of said Riverside Drive South 15 deg. 50' East 405 feet to an open eight foot wide ditch; thence runs with said open ditch in a westerly direction 425 feet, more or less, to the eastern bank of the French Broad River; thence in a northerly direction with the eastern bank of said French Broad River 405 feet, more or less, to a stake in the eastern bank of said river; thence runs North 74 deg. 10' East 333 feet to the place of BEGINNING. Being a part of tracts 1 and 3 as described in a deed dated October 31, 1924 from the French Broad Power Company to the City of Asheville, recorded in the office of the Register of Deeds for Buncombe County, N. C. in book 295 at page 258, and being also a part of Lots 7 and 8, Sheet 10, Ward 3, Buncombe County Tax Maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of five years, commencing on the 1st day of November, 1951, and ending on the 31st day of October, 1956.

2.

The lessee shall pay the annual rental of $1080.00, payable in equal monthly installments of $90.00 on or before the 1st day of each and every month in advance.

3.

This lease shall not be assigned or the leased premises sub-let without the written consent of the lessor.

4.

That the lessee upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

5.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

6.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

7.

The lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner that any unsightly objects or material on said premises are concealed from public view.

8.

Party of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

9.

Upon agreement of the lessor and lessee a renewal or extension of this lease may be negotiated.

10.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor without any other notice or demand may terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal, this the day and year first above written.

City of Asheville

Attest:

By _____
Mayor

_____
City Clerk

_____(SEAL)

City Manager Weir advised the Council that bids had been opened for construction of the North Fork Project, and it appeared that said bids were within the estimate.

City Manager Weir advised that he had been conferring with department heads in regard to the 10% wage increase requested by members of the Police and Fire Departments, but was not ready to make a report at this time.

Mr. Henry Fisher spoke briefly on the subject of the wage increase.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 8, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 8, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, Graham Morrison, M. C. Peterson, P. M. Mulvaney, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was read from the Asheville Civitan Club urging the Council to name the proposed [illegible] for the late Charles E. Waddell.

This matter was taken under advisement by the Council.

Mr. Bruce A. Elmore, Administrator of the Estate of Virginia Mae Fox, Deceased, presented a claim for damages for death of Virginia Mae Fox in the amount of Fifty Thousand Dollars.

[illegible]
COUNTY OF BUNCOMBE

Bruce A. ELMORE, Administrator of the Estate of Virginia Mae Fox, Deceased, Plaintiff

-vs-

City of Asheville, a Municipal Corporation, Defendant

NOTICE AND CLAIM

TO THE HONORABLE [illegible], MAYOR, and MEMBERS OF THE CITY COUNCIL:

The plaintiff above named respectfully showeth:

1.

That Bruce A. Elmore is the duly appointed Administrator for the Estate of Virginia Mae Fox;

2.

That on or about the 12th day of August, 1951, at approximately 11:50 p. m., the deceased, Virginia Mae Fox, was the owner and operator of a 1936 Pontiac automobile which she was driving in a westerly direction on Meadow Road near Carrier's Bridge on the north side of the French Broad river in the City of Asheville;

3.

That at the said time and place the City of Asheville was grossly negligent in that it negligently, recklessly, and carelessly failed and neglected to erect any signs or barriers at or about the construction of a new bridge to replace the old Carrier Bridge;

4.

That the City of Asheville was negligent in that it failed to place any flares, signs, or warning of any kind indicating that the old river road terminated and that it ran over an embankment of 38 feet;

5.

That the deceased, while driving her car on said river road and while approaching the point where the old Carrier Bridge was located and without any sign or warning to indicate that the old Carrier Bridge had been torn down, drove her car over the aforementioned embankment causing her death;

6.

That as a result of the aforementioned negligence the plaintiff was damaged in the sum of Fifty Thousand Dollars.

Wherefore, plaintiff makes demand and files Notice of Claim for death received as a result of the negligence of the City of Asheville in the sum of Fifty Thousand Dollars.

E. L. Loftin and
Guy Weaver
Attorneys for the Claimant

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Bruce A. Elmore, being first duly sworn, deposes and says:

That he is the duly appointed Administrator of the Estate of Virginia May Fox; that he has read or heard read the foregoing Notice of Claim and knows the contents thereof; that the same is true of his own knowledge except as to matters and things therein stated on information and belief, and as to those things he believes it to be true.

Bruce A. Elmore
Affiant

SWORN TO AND SUBSCRIBED before me, this the 7th day of November, 1951.

Anne Kerr Brown
Notary Public

My commission expires:
October 30, 1953

(Seal)

Councilman Adams moved that this claim be referred to the Corporation Counsel and City Manager for investigation, which motion was seconded by Councilman Peterson and unanimously adopted.

Councilman Mulvaney introduced a resolution appointing member of the City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 97.

Councilman Adams introduced a resolution authorizing Mayor to execute lease with Trinity Parish in Asheville, N. C., of the Protestant Episcopal Church for certain property for operating off-street parking facilities by the city, which was, upon motion of Councilman Adams, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 98.

NORTH CAROLINA,
BUNCOMBE COUNTY.

THIS LEASE, Made and entered into this the 1st day of November, 1951, by and between TRINITY PARISH IN ASHEVILLE, N. C., OF THE PROTESTANT EPISCOPAL CHURCH, hereinafter referred to as "LESSOR", and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as "LESSEE";

W I T N E S S E T H:

WHEREAS, Lessor is the owner of the lot hereinafter described on the East side of Church Street, in Asheville, N. C., adjoining and lying South of the lot on which Trinity Church stands; and

WHEREAS, in furtherance of the use of its property for religious, church, purposes, Lessor desires to use said lot hereinafter described as a parking lot for the use and benefit of its congregation and persons attending religious services of the church, and for the use of its clergy and church workers, as well as to use the proceeds derived from said lot for and in the religious purposes and work of the Church: and

WHEREAS, Lessee has agreed to develop, improve and operate said lot as a parking lot, and that a portion of the same shall be reserved by Lessor and shall be available at all times for the use of the clergy and church workers without charge, and has agreed that all of said lot shall and may be reserved by Lessor and used, without charge, on every Sunday during the term hereof, by the congregation and others attending services at Trinity Church, and Lessor and Lessee have agreed to the terms and provisions herein contained;

NOW, THEREFORE, it is agreed that the Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

BEGINNING at a stake in the Eastern margin of Church Street, which stake is located South 8 deg. 56' East 130.7 feet from the intersection of the Southern margin of the sidewalk on the South side of Aston Street with the Eastern margin of the sidewalk on the East side of Church Street, as now located, said beginning stake being the Southwest corner of the lot on which Trinity Episcopal Church and Parish House stand and the Northwest corner of the lot herein to be described, which is known as the "Old Rectory Lot", and running thence, with the Southern line of the said lot on which Trinity Episcopal Church and Parish House stand, North 80 deg. 16' East 177.81 feet to a stake; thence South 8 deg. East 164 feet to an iron stake in the Northern line of the property of V. J. Smith; thence with said line, and with the line of C. L. and Ethel M. Leslie, South 78 deg. 21' West, 178.75 feet to an old iron pipe in the Eastern edge of the sidewalk on the east side of Church Street, in the center line of a stone wall; thence with the Eastern edge of the said sidewalk two calls, to-wit: North 8 deg. 05' West 115.85 feet, and North 8 deg. 56' West 54.15 feet to the BEGINNING.

A parking space adjoining and on the east side of the steps to be installed, on the north side of said lot, of sufficient size to accommodate five cars, is hereby reserved for the use of the clergy and workers of Trinity Church for parking purposes at all times, without charge.

The entire lot above described is reserved for the use, as a parking lot, of the congregation and persons attending Trinity Church on each Sunday during the term of this lease, without charge.

1.

TO HAVE AND TO HOLD the above described premises unto the said Lessee for a term of twenty-five (25) years, beginning November 1, 1951 and extending until the 31st day of October, 1976, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay to Lessor, its successors and assigns, as rental for the leased premises, forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessor, its successors and assigns, on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month. In the event of the levy and assessment of ad valorem taxes against said lot, all such taxes shall be paid by Lessor, each year, and fifty-five (55%) per cent of same shall be charged to Lessor and forty-five (45%) per cent to Lessee.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever.

4.

The Lessee covenants and agrees as follows:

(a) That it will cause the old frame house now on said lot to be removed, bearing any expense incident thereto if any expense is entailed, and paying to Lessor any amount realized for the said house.

(b) That it will, at its own expense, fill, grade and level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon, including installing steps on the north side of said lot to provide access to the lot on which Trinity Church stands; also including landscaping.

(c) That it will pave all of the property hereby leased, excepting the bank bordering the Trinity Church lot, which it will landscape.

(d) That it will keep all improvements erected or placed on the premises in reasonable repair and condition, and that said improvements shall become the property of the Lessor at the termination of this lease.

(e) That it will provide and keep necessary and suitable attendants to manage and operate a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(f) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said records which may be necessary and proper.

(g) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(h) That upon the completion of all the improvements and prior to the beginning of the operation of the parking lot above described, the Lessee shall furnish to the Lessor a statement showing the cost to the Lessee of the improvements made to or placed upon the premises.

5.

It is further contracted and agreed between the parties hereto:

(a) That if at any time after one year from the date of this lease and during the term of this lease, forty-five (45%) per cent of the gross receipts for the use and occupation of said premises for any one year (a year being defined as a period of twelve months from November 1st to October 31st) shall fail to amount to an average of One Hundred Twenty-five ($125.00) Dollars per month in excess of ad valorem taxes levied on the property for said year, if any, then and in that event the Lessor, its successors and assigns, shall have the right to terminate this lease after giving sixty days notice in writing to the Lessee of their intention so to do, provided said notice is given within thirty days from the date said receipts fail to amount to the average above referred to.

(b) That at any time the said Lessor, its successors and assigns, shall have the additional right, in its discretion, in the event it can show a bona fide arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease upon paying to the Lessee that proportionate part of any money spent by the Lessee in improving the said premises which the unexpired portion of the lease bears to the total term of the lease; and as an illustration of the meaning of this paragraph, if the Lessor, its successors and assigns, at the expiration of five years from the date of this lease shall desire to terminate said lease, it shall have the right to do so upon payment to the Lessee of eighty (80%) per cent of the sum expended by the Lessee in the improvement of said premises.

6.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessor, its successors and assigns, except to grant concessions for the conduct of operations which may be auxiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor, its successors and assigns, may at its option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of its intention so to do. Thereupon the said Lessor, its successors and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessor, its successors and assigns, immediately.

8.

The Lessor hereby covenants and agrees with the Lessee that subject to the terms and conditions herein above set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessor has caused this instrument to be duly executed in its name and behalf by its duly authorized representatives, to-wit, its Rector and Vestry; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its Corporate Seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

TRINITY PARISH IN ASHEVILLE, N. C., OF THE PROTESTANT EPISCOPAL CHURCH

By _____ Rector (SEAL)

_____ Vestryman (SEAL)

_____ Vestryman (SEAL)

_____ Vestryman (SEAL)

_____ Vestryman (SEAL)

_____ Vestryman (SEAL)

_____ Vestryman (SEAL)

_____ Vestryman (SEAL)

_____ Vestryman

Lessor

ATTEST:

_____ City Clerk

CITY OF ASHEVILLE, a municipal corporation

By _____ Mayor

Lessee

City Manager Weir presented to the Council tabulation of bids for the construction of the proposed "Burnett" Dam and Reservoir on the North Fork Municipal Watershed as follows:

Name	Total Price	Time of Completion
Vannamaker & Wells, Inc. Cherokee, Inc.	1,607,965.00	450 Days
Cook Construction Co.	1,661,090.00	700 Days
Blythe Brothers Company	1,814,260.00	550 Days
Hewitt Construction Co.	1,827,125.00	730 Days
Wright Contracting Co.	2,046,615.00	1033 Days
Wello L. Teer Company Lewis & Bowman, Inc.	2,047,065.00	540 Days
Elmhurst Contr. Co. Inc.	2,077,665.00	450 Days
S. J. Groves & Sons Co.	2,210,190.00	650 Days
Gilbert Engineering Co., Inc.	2,267,460.00	640 Days
A. S. Wikstrom, Inc.	2,366,495.00	730 Days

City Manager Weir presented to the Council the Interim Audit Report of the Asheville Board of Alcoholic Control for the period ending September 30, 1951.

City Manager Weir presented to the Council statements showing the budget position of the City for the period ending October 31, 1951.

City Manager Weir advised the Council that due to recent rainfall the City Health Officer, Dr. Margery Lord, had lifted restrictions on the use of water.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

The City Council of the City of Asheville, North Carolina, met in regular session at 4:00 o'clock, P. M., on November 15, 1951, with Mayor E. W. Eller presiding.

Present: Councilmen Walter I. Abernethy, Jas. P. Adams, Myron J. Peterson, Graham Morrison, F. M. Molvaney, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

Absent: None

The minutes of the previous meeting were read and approved.

A communication was read from the Planning and Zoning Commission recommending that the City Council consider the enactment of a subdivision ordinance for the City of Asheville.

November 10, 1951

[illegible] of the Planning and Zoning Commission the following [illegible] unanimously passed -

[illegible] the City Council that they consider [illegible] for the City of Asheville [illegible] City Engineer it, that the matter be referred [illegible] for planning and study and also to [illegible] Commission for any help they may be able [illegible].

Yours very truly,

S/ Anthony Redmond
Anthony Redmond

[illegible] that this suggestion be followed. Whereupon, Councilman Morgan [illegible] to the City Manager to be worked out with the Engineering Depart- [illegible] Mulvaney and unanimously adopted.

[illegible] introduced the following resolution entitled: "A RESOLUTION PROVIDING FOR [illegible] 1951 AND PLEDGING AVAILABLE REVENUES OF THE WATERWORKS SYSTEM OF [illegible] THE INTEREST ON SAID BONDS", which, upon motion of Councilman [illegible], seconded by Councilman Peterson was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book 3, beginning at page 99 and [illegible].

City Manager Weir advised the Council that due to unanticipated revenues plus a series of economies in city departments that funds have become and will be available for an appropriation to grant a wage increase of 10% to all city employees beginning January 1, 1952, and recommended to the Council that action be taken to put this increase into effect.

Councilman [illegible] moved that the Corporation Counsel be instructed to draw suitable resolution to put said wage increase into effect, which motion was seconded by Councilman Peterson and unanimously carried.

Mr. Henry Fraser, in behalf of certain city employees, thanked the Council for this action.

There being no further business, the meeting was upon motion adjourned.

[signature]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 22, 1951 - 4:00 o'clock P.M.

[illegible] of the regular meeting, no meeting of the City Council was held on the above date.

[signature]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 29, 1951 - 4:00 o'clock P.M.

The City Council met in regular session Thursday, November 29, 1951, at 4:00 o'clock P. M. [illegible] Present: Councilmen F. M. Mulvaney, C. E. Morgan, M. C. Peterson, City Manager [illegible].

The minutes of the previous meeting were read and approved.

[illegible] introduced a resolution authorizing Mayor to execute right-of-way to [illegible] first [illegible], which, upon motion of Councilman Morgan, seconded by Councilman Peterson, was unanimously adopted.

A complete copy of resolution will be found in Resolution Book 3 at page 106.

[illegible]

KNOW ALL MEN BY THESE PRESENTS, That CITY OF ASHEVILLE, a municipal corporation of North [illegible], party(ies) of the first part, and [illegible] County and State, in consideration of the sum of $1.00, to me (us) in hand [illegible] CA[illegible], in receipt whereof is hereby acknowledged, do hereby grant unto [illegible] COMPANY, its successors and assigns, the right, privilege and easement to go [illegible] and over those certain tracts or lots of land situated in said County and State, being lots designated [illegible] and 12, West D. Ward, City of Asheville, on city and county tax maps, and,

[illegible] of a course heretofore staked and agreed upon, to construct, maintain and operate at, over, and [illegible] said premises, in a proper manner, with poles, wires and other necessary appliances for [illegible] the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs or alterations thereon; [illegible] right to permit the attachment of and/or carry in conduit wires and cables of any other company or [illegible] together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privilege and easement unto the CAROLINA POWER & LIGHT COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, in its name, by its duly authorized officer, and its appropriate seal to be hereunto affixed, this 29 day of [illegible], 1951.

CITY OF ASHEVILLE

Attest:

Margaret Simmons
Clerk

(Corporate Seal)

By [illegible]
Mayor

Councilman Mulvaney introduced resolution awarding contract for construction of dam and reservoir on North Fork Watershed, and directing City Manager to execute same, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of Resolution will be found in Resolution Book #3 at page 107.

CITY OF ASHEVILLE, NORTH CAROLINA
WATER DEPARTMENT

CONTRACT NO. 1

For

CONSTRUCTION OF THE NORTH FORK DAM & RESERVOIR

This Agreement made this 30 day of November, 1951, by and between the City of Asheville, North Carolina, hereinafter called the City, and Wannamaker Wells, Inc. and Thompson, Inc., hereinafter called the Contractor,

WITNESSETH, that in consideration of the premise and agreement of the City to pay to the Contractor the aggregate cost of the work at the prices and rates respectively stated in the proposal hereto attached, the Contractor promises and agrees at his own cost and expense to furnish all supervision, materials and labor and to do all the work called for by this agreement in the manner and under the conditions herein specified, in strict accordance with the specifications hereto annexed and the plans herein mentioned necessary to construct an earth dam and such appurtenant structures as will produce a complete dam and reservoir ready for use on the site selected by the City. Said plans and specifications, together with the information for bidders and the proposal, shall be considered a part of this contract.

The work to be performed under this contract shall commence December 3rd, 1951 and shall be substantially completed not later than December 31st, 1953. The date of commencement of the work is carried on and the time in which the contract is completed are the essence of this agreement.

The City shall pay the Contractor for the performance of the work subject to additions and deductions provided therein, in current funds as follows:

On or about the 10th day of each month, 90 per cent of the value based on the contract prices of labor and materials incorporated in the work up to the first day of the month, less the aggregate of previous payments.

Before final payment shall be made the Contractor shall submit evidence satisfactory to the City that all payrolls, materials, bills and other indebtedness connected with the work have been paid. Thirty days thereafter the remaining 10 per cent of the contract price shall be paid.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals and executed this Agreement the day and year first above written.

CITY OF ASHEVILLE

By Leiton Weir
City Manager

Wannamaker Wells, Inc.
Contractor

By [illegible] (Seal)

Thompson, Inc.

By [illegible] Page (Seal)

[illegible]

City Manager Weir reported to the Council that W. E. Easterling, Secretary of the Local Government Commission, has confirmed the sale of $2,750,000 water bonds of 1951 which was conducted in Raleigh on November

[illegible] next $200,000 3.7 per annum, next $500,000 3.3/4 per [illegible]

[illegible] Councilman Morgan for Council introduced the following resolution relative to the death of Chief of Police Harold C. Enloe.

[illegible] Officer, presented before the Council to express the thanks of the [illegible] shown her by city officials.

[illegible] meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, December 6, 1951 - 4:00 o'clock P. M.

[illegible] Thursday, December 6, 1951, at 4:00 o'clock P. M. with [illegible] Councilmen [illegible] Morgan, F. W. Silvaney, James S. Adams, Graham [illegible] Mayor [illegible] W. Wells, and Mayor E. W. Eller.

[illegible] meeting were read and approved.

[illegible] from the Planning and Zoning Commission recommending certain amendments [illegible] as follows:

December 1, 1951

[illegible]

[illegible] meeting of the City of Asheville Planning and Zoning Commission the following [illegible] unanimously passed,

[illegible] petition of Mr. John W. Hager and Mrs. Daisy [illegible] Sample, agent, requesting rezoning from [illegible] property on the west side of Yukon Avenue as [illegible] lots 25-32. This approval being subject to [illegible] carrying out their plan of a residential development [illegible] northeast of Montford Avenue as shown on said [illegible] that requirements of the City of Asheville and [illegible] Section 33 of the General Statutes of North Carolina be complied with.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond

December 1, 1951

[illegible]

[illegible] of the City of Asheville Planning and Zoning Commission, the following [illegible] unanimously passed.

[illegible] petition of Mr. V. G. Moser and other property [illegible] attached petition requesting the rezoning from [illegible] lots of record shown as Lots 281, 282½, 282, [illegible] on Sheet 1, Ward 9 on the City of Asheville tax map.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond

December 4, 1951

[illegible]
Members of the City Council
City of Asheville
Asheville, North Carolina

Gentlemen:

At a meeting of the Planning and Zoning Commission on November 9th, 1951, a petition of

Harvey Arhas and others for rezoning of certain [illegible] City on Victoria Road was considered and members of the Commission viewed the premises and general neighborhood surrounding the same. A composite map of portions of Sheets 7 and 12 of Ward 4 was prepared by the Engineering Department of the City of Asheville indicating thereon the new location of Victoria Road with respect to the old Veterans Hospital property and other adjacent property, which map is hereto attached for your information.

After due consideration of the petition and the status of the present zoning of the immediate neighborhood in question and the [illegible] attached, it was the consensus of opinion of the Zoning Commission that Lots 96, 97, 97½, 98, 106½, 107, 108, 108½, 109, 110, 111, 112, 113 and 114, same lots of record and designated on Sheet 7, Ward 4 of the City of Asheville tax maps, should be rezoned from RA6 Residential Area to Business District, and that lots of record designated as Lots 106, 106½ and 106-3/4 of Sheet 7, Ward 4, as shown on the City of Asheville tax maps, be rezoned from RA6 Residential Area to Business District; that lots of record designated as lots 14½ and 14½ and that portion of lot 6 lying between the new location of Victoria Road and the old location of Victoria Road, as shown on Sheet 12, Ward 4 of the City of Asheville tax maps, be rezoned from RA6 residential area to Business District; that the portion of the lot of record designated as Lot 6, Sheet 12, Ward 4 of the City of Asheville tax maps lying [illegible] of the new location of Victoria Road between Neighborhood Trading Area on the east and Business District on the west and extending southwardly a distance of 250 feet, be rezoned from RA6 residential area to Neighborhood Trading Area.

The Commission unanimously adopted a resolution at said meeting recommending that the foregoing changes in the Zoning Ordinance be made.

Respectfully submitted,

S/ Anthony Redmond
Anthony Redmond, Secretary
City Planning and Zoning Commission

Councilman Silvaney moved that a public hearing be held on January 10, 1952 upon the recommendations made by the Planning and Zoning Commission for the above amendments to the zoning ordinance, and that the City Clerk publish notice thereof, which motion was seconded by Councilman Morgan and unanimously carried.

Councilman Morgan introduced a resolution regretting death of Harold C. Enloe, which resolution was, upon motion of Councilman Morgan, seconded by the members of the Council, unanimously adopted.

RESOLUTION REGRETTING DEATH OF HAROLD C. ENLOE

WHEREAS, the Council of the City of Asheville wishes to express its sorrow with the sense of great community loss in the death of Chief of Police Harold C. Enloe in line of duty; and

WHEREAS, the City of Asheville in the [illegible] Chief Enloe has lost one of the most efficient and most faithful of its public servants; and

WHEREAS, Chief Enloe devoted his adult life and training performing duties of law enforcement, having become a member of the Asheville police force in 1937, and advanced to the head of the Police Department, and proven himself an extremely able and popular official;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

That this expression of sympathy be sent to the family of Chief Enloe, and recorded on the minutes of the Council, in sincere appreciation of the faithful and conscientious services performed by Chief Enloe for the good of the city and its citizens.

I move the adoption of the foregoing resolution.

C. A. MORGAN
COUNCILMAN

Seconded by: Graham S. Morrison
COUNCILMAN

James S. Adams
COUNCILMAN

Frank Silvaney
COUNCILMAN

COUNCILMAN

COUNCILMAN

Read, approved and adopted, this 6th day of December, 1951.

E. W. Eller
MAYOR

Approved as to form: Margaret Simmons
CITY CLERK

Robt. T. Wells
CORPORATION COUNSEL

Complete copy of resolution will also be found in Resolution Book #3 at page 108.

City Manager Weldon Weir presented to the Council Audit Report for the City for the period ending September 30, 1951.

City Manager Weir presented to the Council copies of statement showing budget position of the City for the period ending November 30, 1951.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, December 13, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 13, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, James P. Adams, M. C. Peterson, Graham Morrison, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

CONTRACT - BIDS FOR SAW LOGS

City Manager Weir presented to the Council bids which were received on December 10, 1951 for the sale of saw logs on property belonging to the City near Bingham Heights as follows:

Name	Address	Bid
Jackson Log & Lumber Company, Inc.	Canton, N. C.	$42.00 per 1,000 board
N. A. Rutherford	Asheville, N. C.	40.50 " "
C. M. Pool	Route 2, Marion, N. C.	38.00 " "

TIMBER, PULPWOOD, AND DOGWOOD

City Manager Weir presented to the Council bids which were received on December 10, 1951 for the sale of merchantable timber, pulpwood and dogwood lying within the impounding area of the proposed dam on the North Fork Municipal Watershed as follows:

Name	Address	Bid
Cherokee, Inc.	P. O. Box 1296, Columbia, S. C.	$9,000.00
T. K. Brown	Black Mountain, N. C.	8,500.00
L. L. McLean	19 Arlington St., Asheville, N. C.	7,750.00

Councilman Peterson introduced resolution authorizing City Manager to execute saw log sale contract with Jackson Log & Lumber Company, which was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 3 page 109.

SAW LOG SALE CONTRACT

THIS CONTRACT, Made and entered into this ____ day of _____, 195_, by and between the CITY OF ASHEVILLE, a municipal corporation, hereinafter called "SELLER", and JACKSON LOG & LUMBER COMPANY, hereinafter called "PURCHASER".

W I T N E S S E T H:

ARTICLE I

Section 1. The seller agrees to sell and the purchaser agrees to buy and remove an estimated 129,610 board feet (International Log Rule) of saw logs cut and lying and to be cut and placed by the seller on the ground alongside an accessible road on an area embracing 140 acres, more or less, on the City of Asheville property near Bingham Heights in Buncombe County, North Carolina, and more particularly described in Buncombe County records in deed book 346 at page 267, consisting of the approximate volumes by species as follows:

	International Log Rule
White and yellow pine	15,000 board feet
Poplar	13,610 " "
Red oak	65,000 " "
White oak	33,000 " "
Miscellaneous hard woods	3,000 " "

ARTICLE II

Section 1. The purchaser agrees to pay the seller the sum of Forty-two and 0/100 ($42.00) Dollars per thousand board feet, as determined by the International Log Rule, regardless of species, for said saw logs as and when scaled, branded and placed by the seller alongside an accessible road ready for removal located on the sale area, said sum being payable when said saw logs are scaled and made ready by the seller for removal at intervals of approximately two weeks over a period of approximately twelve months from the date of this contract. Saw logs are to be scaled by a representative of the City using the International Log Rule.

Section 2. The seller agrees to get said saw logs ready for removal by as continuous a cutting, skidding, scaling, and branding operation as is practicable over a period of approximately twelve months from the date of this contract in the volumes and species as hereinbefore referred to as an estimate only, which estimate is not guaranteed by the seller. Seller intends to sell pursuant to this contract all saw logs produced from the trees on the sale area marked with two spots of yellow paint, one at about eye level and one below stump height.

Section 3. The purchaser agrees to remove said saw logs within a reasonable time after they become ready for removal at intervals of approximately two weeks.

ARTICLE III

Section 1. The seller hereby expressly grants to the purchaser the right of ingress and egress to and from, across, and upon the sale area for all men, materials, trucks, tractors, teams, and other equipment necessary for the removal of said saw logs.

ARTICLE IV

Section 1. The purchaser agrees not to assign this contract or any portion thereof without the written consent of the seller.

ARTICLE V

Section 1. Purchaser has deposited with seller $500.00 to be held until the complete performance by purchaser of all the terms, provisions, conditions and obligations on the part of the purchaser to be performed or observed in this contract. The amount so deposited shall be held to particularly cover (1) any amounts which have become due to seller hereunder and which shall remain unpaid for saw logs ready for removal by purchaser, and (2) any costs, damages or expenses to which seller may be put by reason of default or breach of any term, provision, condition or obligation on the part of the purchaser to be performed or observed in this contract. In either or any of these events there shall be repaid to purchaser any balance of said deposit remaining after purchaser's obligations and performance in this contract have been fulfilled.

IN WITNESS WHEREOF, the Seller and Purchaser have hereunto set their hands and seals, or, if corporate have caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

CITY OF ASHEVILLE

By _____
City Manager

ATTEST:

_____
City Clerk

JACKSON LOG & LUMBER COMPANY, INC.

By _____
President

ATTEST:

_____
City Clerk

[illegible]

Councilman Adams moved that the City Manager be and is hereby authorized to advertise for separate bids for the purchase by the city in connection with the dam and reservoir, North Fork Project, in accordance with specifications prepared by Charles T. Main, Inc., the fabrication and delivery of structural and miscellaneous steel work; gates, hoists and appurtenant items, steel flanged piping and miscellaneous items, cast iron water pipe and fittings, which motion was seconded by Councilman Morrison and unanimously adopted.

[illegible]

Mr. Fred L. Sale, appeared before the Council in behalf of the Rhododendron Tourist Court on Merrimon Avenue at Orange Street with the request that the classification of two lots, or a small portion of two lots fronting on Orange Street be changed from residential to neighborhood trading area. He pointed out that the general policy of the Zoning and Planning Commission has been to extend neighborhood trading areas back 200 feet from the corner and that the area at this point extends back only 129 feet.

Councilman Peterson moved that this request be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Morgan and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 20, 1951 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 20, 1951, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, James P. Adams, M. C. Peterson, Graham Morrison, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller

The minutes of the previous meeting were read and approved.

CITY PROPERTY [illegible] RIGHTS IN CONNECTION WITH WATERWORKS DISTRIBUTION SYSTEM

Councilman Mulvaney introduced a resolution authorizing City Manager to advertise certain property rights belonging to the City of Asheville to be sold at public outcry, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 110.

[illegible] INCREASE OF 10% [illegible] CITY EMPLOYEES AUTHORIZED

Councilman Peterson introduced resolution raising salaries and wages 10% for city employees, and transferring and appropriating funds for same to be expended by the City of Asheville the last half of the fiscal year 1951-52, which was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 111.

Councilman Morgan introduced resolution awarding timber contract to Cherokee, Inc., and authorizing City Manager to execute same, which was, upon motion of Councilman Morgan, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found Resolution Book #3 at page 112.

TIMBER SALE AGREEMENT

THIS AGREEMENT, Made and entered into this 20th day of December, 1951, by and between the CITY OF ASHEVILLE, a municipal corporation, hereinafter called "SELLER", and CHEROKEE, INC., hereinafter called "PURCHASER".

W I T N E S S E T H:

ARTICLE I

(1) The seller agrees to sell and the purchaser agrees to buy, cut and remove all merchantable timber, pulpwood and dogwood located upon the timber sale area of approximately 350 acres lying within the impounding area of the proposed Burnett Reservoir on the North Fork Municipal Watershed in Buncombe County, North Carolina, as delineated and shown on the attached timber sale map which is hereby made a part of this agreement, said area lying within and being bouned by the 2600 foot contour line which has been designated by yellow paint marks on certain trees on the ground.

ARTICLE II

(1) The purchaser agrees to pay the seller the sum of Nine Thousand and 0/100 ($9,000.00) for all merchantable timber, pulpwood and dogwood cut and removed by the purchaser on or before the termination of this contract, said sum being payable in full upon the execution of this contract, the receipt whereof is hereby acknowledged by the seller.

ARTICLE III

(1) The purchaser, recognizing that the timber sale area is on a municipal watershed, and that special requirements must be met in order to safe-guard the public interest, agrees to cut and remove said merchantable timber, pulowood and dogwood in strict accordance with the following conditions:

(a) Unless written extension of time is granted by the seller all such timber shall be cut and removed on or before eight months from the execution of this contract, and all such timber not so cut and removed within said period or extension thereof shall revert to and become the property of the seller, and the seller shall also have the right to remove any and all equipment and material left on the timber area thereafter.

(b) All timber cut under this agreement shall be cut not higher than eight inches above the ground.

(c) All damage caused by the purchaser or his agents to any improvements on the property of the seller shall be repaired or paid for at replacement cost by the purchaser.

(d) All structures or improvements erected by the purchaser on the seller's property shall be immediately removed and the site restored to a sanitary condition upon termination of this agreement.

(e) No saw-mill set will be permitted on the watershed property of the seller.

(f) No animals or employees of the purchaser will be permitted to remain on the seller's watershed property over night, except under conditions approved in writing by the seller.

ARTICLE IV.

(1) The seller hereby expressly grants to the purchaser the right of ingress and egress to and from, across and upon the sale area for all men, materials, and logging equipment, including trucks, tractors and teams necessary for the removal of timber.

ARTICLE V.

(1) The purchaser further agrees to do all in his power to prevent and suppress fires on or adjacent to the sale area. In the event a fire originates from acts or negligence of the purchaser or his agents he will be required to:

(a) Immediately suppress the fire, or upon failure to do so, the seller may take independent action to suppress the fire, the cost thereof to be borne by the purchaser.

(b) Pay in full for any damages caused by the fire to trees, young growth or other property of the seller not included in the sale area.

ARTICLE VI

(1) The purchaser further agrees to maintain the now existing roads in a usable and passable condition at all times and any excessive accumulation of tops, brush, stumps and debris shall be scattered outside the right-of-way of the access roads.

(2) No landings or log decks shall be permitted in the streams or water courses and the streams shall be kept clear of all tops, stumps, brush and debris.

ARTICLE VII

(1) It is contemplated that the construction of the Burnett Dam and Reservoir will be underway during the term of this timber operation contract, and this timber operation shall not unreasonably interfere with the construction of said Burnett Dam and Reservoir. The first phase of the logging operation, i. e., the cutting and removal of merchantable timber, pulpwood and dogwood, shall be completed on a portion of the sale area as designated by the contractor for the construction of the Burnett Dam and Reservoir, and the time of completion thereof determined by said contractor, but the purchaser shall have at least sixty (60) calendar days to complete said first phase.

ARTICLE VIII

(1) The purchaser agrees not to assign this agreement or any portion thereof without the written consent of the seller.

IN WITNESS WHEREOF, the Seller and Purchaser have hereunto set their hands and seals, or, if corporate, have caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

City Clerk

By _____
City Manager

CHEROKEE, INC.

ATTEST:

Secretary

By _____
President

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 27, 1951 - 4:00 o'clock P. M.

Due to lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

DEPUTY CITY CLERK

Thursday, January 3, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 3, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, M. C. Peterson, C. E. Morgan, Walter I. Abernethy, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

City Manager Weir advised the Council that the contract for the sale of timber on the North Fork Watershed with Cherokee, Inc. had been signed and that the purchase price had been paid to the City of Asheville.

City Manager Weir presented the Council with statement showing the budget position of the City for the six months period ending December 31, 1951.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 10, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 10, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, M. C. Peterson, Walter I. Abernethy, James P. Adams, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

ASHEVILLE BASEBALL CLUB - REQUEST FOR IMPROVEMENTS AT BALL PARK

A letter was received from E. C. Burleson, president of the Asheville Baseball Club, recommending that the facilities at McCormick Field be expanded and improved.

Councilman Peterson moved that this matter be referred to the City Manager for study, which motion was seconded by Councilman Mulvaney and unanimously adopted.

ZONING ORDINANCE - PUBLIC HEARING ON AMENDMENT (KLONDYKE PROPERTY, MERRIMON AVENUE, and VICTORIA ROAD

This being the date set for the public hearing on proposed amendments to the zoning ordinance relative to the rezoning of certain property on Merrimon Avenue at Woolsey Dip, Victoria Road, and the Klondyke property, Mr. Anthony Redmond, secretary of the Planning and Zoning Commission, explained the recommendations of the Commission regarding such amendments.

Thereupon Councilman Morgan moved that the Corporation Counsel be instructed to draw ordinance amending the zoning ordinance in compliance with said recommendations of the Planning and Zoning Commission, which motion was seconded by Councilman Adams and unanimously adopted.

[illegible]

Forrest Harty appeared before the Council with a request that something be done to improve the restaurant facilities for negroes at the bus terminal; and that the facilities at the baseball park be improved.

City Manager Weir stated that he would make an investigation of these matters and report to the Council.

Councilman Abernethy introduced a resolution authorizing Mayor to enter into lease with Frank Austin Co., which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 113.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a Municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, and FRANK AUSTIN CO., a partnership, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part the following property:

That certain real property located in Ward 5 at the junction of the mouth of Hominy Creek and the French Broad River that was formerly enclosed by a fence and used as a sand drag by the City of Asheville

That the party of the first part hereby grants the exclusive right for the purpose of operating a sand drag or other sand operations within the following boundary:

Beginning at the Amboy Road gate, and running thence with the line of the City of Asheville to the French Broad River, runs thence up said river to Hominy Creek, runs thence up Hominy Creek to the line of the City of Asheville on Brevard Road, thence following the line of the City of Asheville in the general direction that Brevard Road runs to the place of BEGINNING

upon the following terms and conditions:

(1) That the term of this lease shall be five years, beginning the first day of January, 1952 and expiring the first day of January, 1957.

(2) A. That the party of the second part agrees to pay as rental for said property five (5¢) cents per cubic yard of sand obtained from said property for the first year of this lease, and for the last four years of this lease 5¢ per cubic yard of sand.

B. That in event the rental aforesaid amounts to less than $600.00 for any one year during the term of this lease the party of the second part shall supplement said rental so that a minimum of $600.00 for said year shall be paid to the party of the first part for each and every year during the term of this lease.

C. That $50.00 of said rental shall be payable on the first day of each and every month during the term of this lease.

D. That at the end of each twelve months period the party of the second part shall submit to the party of the first part a statement showing the total number of cubic yards of sand sold by him during said period and the total amount of rental due the party of the first part in accordance with the rental rate as set out in paragraph (2), section A; and that in event said total amount of rental due is less than $600.00, the rental for said property will be considered satisfied if the provisions of paragraph (2), section C, have been performed; and that in event said total amount of rental due is more than $600.00 the party of the second part shall forthwith pay the party of the first part the difference between said total amount of rental due and $600.00, or the amount paid in accordance with paragraph 2, section C, whichever is less.

E. That the party of the first part shall have the right at any time to audit the books of the party of the second part in order to ascertain the number of cubic yards of sand sold by the party of the second part.

(3) The party of the first part agrees that it will enter into negotiations with the party of the second part for a renewal or extension of this lease at a reasonable time prior to the termination of the present lease, the terms and conditions to be agreed upon at that time, and that such extension or renewal, if desired by the party of the second part, will be accepted or rejected by the party of the first part not later than the expiration of the present lease.

(4) In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void and the party of the first part shall have the right to enter upon said property and take possession thereof.

(5) In the event the party of the second part is prevented from obtaining sufficient quantities of sand from said premises to make said sanding operation reasonably profitable under the terms of this lease and provided said inability to obtain said sand is due to no fault or negligence of the party of the second part, then in that event the party of the second part shall have the right to terminate this lease by giving thirty days notice in writing to the party of the first part.

6. That the party of the second part does hereby release and forever discharge said party of the first part from all claims, demands, damages, actions, or causes of action which said party of the second part may hereafter have on account of, connected with, or growing out of the inability of the party of the second part to obtain sand from said premises as referred to in paragraph five of this lease, or the inability to obtain sand from said premises for any reason whatsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Weir, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the party of the second part has caused these presents to be signed by one of its partners, this the day and year first above written.

CITY OF ASHEVILLE

Attest:

By _____
Mayor

_____
City Clerk

Frank Austin Co.

By _____
Frank J. Austin, Partner

Councilman Mulvaney introduced resolution appointing member of Appeal Board in accordance with Ordinance 310, as amended, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 114.

Councilman Adams introduced resolution authorizing Mayor to enter into leases with Dr. Charles H. Armentrout, Dr. C. C. Belcher, Dr. H. H. Briggs, Dr. C. N. Burton, Dr. B. H. Hartman, Dr. William H. McCall, Dr. E. R. S. Witten, and Asheville Agricultural Development Council, Inc. for space in City Building, which was, upon motion of Councilman Adams, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 115.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and DR. CHARLES H. ARMENTROUT, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 604 and 605, containing 1,155.8 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning January 1, 1952 and ending December 31, 1955, and that the Lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $96.03 each in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building or leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the Lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the lessee shall be recalled to active duty in the armed forces of the United States the lessee may terminate this lease by giving reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal the day and year first above written.

CITY OF ASHEVILLE

By_____
Mayor

_____(SEAL)

ATTEST:

_____
City Clerk

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and DR. C. C. BELCHER, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 608 and 609, containing 754.20 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning January 1, 1952 and ending December 31, 1955, and that the lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $62.67 each in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, patients, guests or employees.

hereinafter called Lessor, and DR. H. H. BRIGGS, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 611 and 612, containing 929.10 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning January 1, 1952 and ending December 31, 1955, and that the lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $77.20 each in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the lessee shall be recalled to active duty in the armed forces of the United States the lessee may terminate this lease by giving reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal the day and year first above written.

CITY OF ASHEVILLE

By_____
Mayor

_____(SEAL)

ATTEST:

_____
City Clerk

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and DR. C. N. BURTON, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 610, containing 1,215.79 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's offices.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning January 1, 1952 and ending December 31, 1955, and that the lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $101.02 each in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence

the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the Lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the lessee shall be recalled to active duty in the armed forces of the United States the lessee may terminate this lease by giving reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By _____
Mayor

_____
City Clerk

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. B. H. HARTMAN, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 606 and 607, containing 893.48 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of two years beginning January 1, 1952 and ending December 31, 1954.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $74.24 each in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, and if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the lessee shall be recalled to active duty in the armed forces of the United States the lessee may terminate this lease by giving reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal the day and year first above written.

CITY OF ASHEVILLE

Attest:

By _____
Mayor

_____
City Clerk

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and DR. W. H. McCALL, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 601, 602, and 603, containing 1,641.99 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning January 1, 1952 and ending December 31, 1955, and that the lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $136.83 each in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, and if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the lessee shall be recalled to active duty in the armed forces of the United States the lessee may terminate this lease by giving reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal the day and year first above written.

CITY OF ASHEVILLE

Attest:

By _____
Mayor

_____
City Clerk

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and DR. E. R. S. WITTEN, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 614, containing 527.58 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning January 1, 1952 and ending December 31, 1955, and that the lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $43.84 each in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the Lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and

Rights hereunder [illegible] necessary, but the lessor shall not be liable for any failure thereof [illegible].

7. [illegible] premises shall be damaged by fire or other casualty without the fault or negligence of the lessee, its agents or employees, the same shall be repaired at the expense of the lessor as speedily as possible, but if the premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said premises, the lessor may at its option within thirty days from such destruction decline to rebuild said premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereunder shall cease.

8. The lessee shall maintain the said premises in good repair and tenantable condition during the term of this lease, except in case of damage arising from the act or negligence of the lessee, his agents or employees.

9. All improvements, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement or lease.

10. [illegible] premises, wherein [illegible] lessee shall be called to active duty in the armed forces of the United States [illegible] lessee may [illegible] reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; the day and year first above written.

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE

By _____
Mayor

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and ASHEVILLE AGRICULTURAL DEVELOPMENT COUNCIL, INC., hereinafter called Lessee;

WITNESSETH:

That for and in consideration of the considerations hereinafter mentioned covenant and agree as follows:

1. The lessor hereby leases to the Lessee the following described premises, viz.: Room number 707, containing 500 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning January 1, 1952 and ending December 31, 1955, and that the lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The lessee shall pay the lessor rent at the rate of Forty Dollars ($40.00) per month in advance beginning on the first day of January, 1952 and continuing for the period of the lease.

4. The lessor shall erect such partitions for the occupancy of said space that are standard [illegible] partitions other than standard partitions are to be installed or erected by the lessee hereof agreed.

5. The premises or any part thereof shall not be sub-let nor this lease assigned without the consent of the lessor.

6. The lessor shall furnish standard janitor service, elevator service, heat, water and [illegible] necessary, but the lessor shall not be liable for any failure thereof [illegible].

7. In case the premises shall be damaged by fire or other casualty without the fault or negligence of the lessee, its agents or employees, the same shall be repaired at the expense of the lessor as speedily as possible, but if the premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said premises the lessor may at its option within thirty days from such destruction decline to rebuild said premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereunder shall cease.

8. The lessee shall maintain the said premises in good repair and tenantable condition during the term of this lease, except in case of damage arising from the act or negligence of the lessee, its agents or employees.

9. All improvements, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement or lease.

10. In event the activities of Asheville Agricultural Development Council, Inc. are curtailed due to its financial situation or otherwise to such an extent that said Lessee no longer needs any separate office space of its own, said Lessee may terminate this lease upon giving thirty days written notice to Lessor of its intention so to do.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk; and its corporate seal to be hereunto affixed; and the Lessee has

caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; the day and year first above written.

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE

By _____
Mayor

ASHEVILLE AGRICULTURAL DEVELOPMENT COUNCIL, INC.

By _____
President

ATTEST:

_____
Secretary

Councilman Adams introduced resolution authorizing City Manager to advertise interest of city, if any, in certain strip of land to be sold at public outcry, which was, upon motion of Councilman Adams, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 116.

City Manager reported to the Council that it has been determined under the schedule of construction of the new impounding dam at North Fork that approximately one million dollars of the water bonds issued for this project will not be needed for at least a year, and that it has been recommended that this sum be invested in U. S. Treasury Savings Notes, Series A, subject to approval of the Local Government Commission.

Whereupon Councilman Morgan moved that one million dollars of the proceeds from the sale of the City's Water Bonds of 1951 which will not be needed to meet the obligations in connection with the purposes for which the bonds were issued for a period of approximately one year be invested for said period of time in U. S. Treasury Savings Notes, Series A, by the City Manager and/or Director of Finance, subject to the prior approval of the Local Government Commission, which motion was seconded by Councilman Mulvaney, and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

Ex Ex
MMS

Margaret Simmons
CITY CLERK

Thursday, January 17, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 17, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, Graham Morrison, F. M. Mulvaney, D. E. Morgan, City Manager Nelson Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was read from the Planning and Zoning Commission with reference to the zoning of certain lots on Merrimon Avenue at Orange Street.

January 14, 1952

Honorable Mayor,
Members of the City Council,
City of Asheville
Asheville, North Carolina.

Gentlemen:

At the last meeting of the Planning and Zoning Commission certain discrepancies and ambiguities with reference to the zoning of lots on Merrimon Avenue, as shown on the colored tax maps of the City of Asheville in the office of the City Building Inspector, were called to the attention of the Planning and Zoning Commission.

Upon investigation it was found that the particular lots involved had originally been colored to indicate that they were in Neighborhood Trading Area District but subsequently these particular lots were recolored on said tax maps indicating that they were in RA6 Residential Area.

This recoloring of the specific lots involved has been considered by the Planning and Zoning Commission to have been done erroneously and it is the desire of the Planning and Zoning Commission to recommend to you that the error be corrected and that the said tax maps be so colored as to show the following lots in Neighborhood Trading Area rather than in RA6 Residential Area:

Ward 5, Sheet 3, Lots 19 and 20¼

Ward 2, Sheet 4, Lots 1, 1-3/4, 11¼, 137, 102, 111½ and 112½

This recommendation was unanimously adopted by the Planning and Zoning Commission.

Respectfully yours,

S/ Anthony Redmond
Anthony Redmond, Secretary
City of Asheville Planning and
Zoning Commission

AR:ww

Councilman Morgan moved that the error be corrected as stated in the recommendation of the Planning and Zoning Commission, and that the City Engineer correct the zoning maps to show that Lots 19 and 20½, Sheet 3, Ward 2, and Lots 1, 1-3/4, 11¼, 137, 102, 111½ and 112½, Sheet 4, Ward 2 are located in Neighborhood Trading Area, which motion was seconded by Councilman Mulvaney and unanimously adopted.

Councilman Adams introduced Ordinance #346, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Adams, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman Mulvaney voted "aye" — Councilman Adams voted "aye"
Councilman Morrison voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Morgan introduced resolution appointing another Bond Registrar under the provisions of City Council resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE OF $2,750,000 WATER BONDS OF 1951 AND PLEDGING AVAILABLE REVENUES OF THE WATERWORKS SYSTEM OF THE CITY TO THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON SAID BONDS", which was, upon motion of Councilman Morgan, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 117.

City Manager Weir advised the Council that the investment of $1,000,000.00 of the proceeds of the sale of Water Bonds of 1951 in U. S. Treasury Notes, Series A, had been approved by the Local Government Commission, and that the investment had been made.

City Manager Weir advised the Council that a master plan for improvements at the ball park has been submitted to the Engineering Department and has been found in line for future development. In the interest of carrying on this type of entertainment Mr. Weir recommended that $12,000 be expended by the city for expending rest-room facilities and replacing wooden floor under box seats with concrete, and that the lease be amended to provide for repayment to the city for money so advanced.

Councilman Adams moved that the City Manager be authorized to proceed with said recommendation, which motion was seconded by Councilman Morgan and unanimously adopted.

Mr. J. C. Adams, Jr., representing the Memorial Mission Hospital of Western North Carolina, Inc., presented a petition signed by said Hospital and others requesting the rezoning of the following from RA5 Residential District to Business District: A driveway leading to Lot 46, a small portion of Reed Street and the following lots as shown on Sheet 2 of Biltmore Ward of the tax maps of the City of Asheville: Lots 45, 46, 47, 87, 88, 89, 90, 91, 95, 96, 97, 98, 100 and 102.

Councilman Morrison moved that this petition be referred to the Planning and Zoning Commission for investigation, which motion was seconded by Councilman Morgan and unanimously adopted.

Councilman Adams moved that this meeting of the Council be adjourned to a time certain in this week at 2:00 P. M. on January 22, 1952, which motion was seconded by Councilman Morgan and unanimously adopted.

Attest:

City Clerk

Tuesday, January 22, 1952 - 2:00 o'clock P. M.

The City Council, having been adjourned to 2:00 o'clock P. M. January 22, 1952 from the regular meeting of the Council held on January 17, 1952, met at 2:00 o'clock P. M. on January 22, 1952 with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, James P. Adams, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

City Manager Weir reported to the Council that under the terms of a resolution passed by the Council on December 20, 1951, a public sale was held on January 22, 1952 at 12 o'clock noon in front of the Court House door of Buncombe County, after advertisement as provided by law, of certain property rights belonging to the City of Asheville, and that at said sale Oerlikon Tool & Arms Corporation of America became the last and highest bidder in the sum of $5,300.00, 10% of which was deposited under the terms of said sale

Whereupon Councilman Mulvaney introduced a resolution authorizing Mayor to execute deed to Oerlikon Tool & Arms Corporation of America, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 116.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, Made and entered into this the 22nd day of January, 1952, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and OERLIKON TOOL & ARMS CORPORATION OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part,

W I T N E S S E T H:

WHEREAS, by resolution passed by the City of Asheville on the 20th day of December, 1951, the City Manager of the City of Asheville was authorized and directed to sell at public outcry for cash at the front door of the County Court House of Buncombe County, North Carolina, after due advertisement as required by law and upon the terms and conditions set out in said resolution, the property and property rights hereinafter described; and

WHEREAS, pursuant to said resolution the City Manager of the City of Asheville, did, on the 22nd day of January, 1952, at 12 o'clock noon, at the front door of the County Court House of Buncombe County, North Carolina, sell said property and property rights at public outcry to party of the second part, for the sum of Five Thousand Three Hundred Dollars ($5,300.00) said amount being the last and highest bid for the same, due advertisement and notice of said sale having previously been made and given in the manner provided in said resolution and by law; and

WHEREAS, said sale was duly reported to the Council of the City of Asheville on the 22nd day of January, 1952, and said sale having been accepted and said sale confirmed by said Council of the City of Asheville on the 22nd day of January, 1952; and

WHEREAS, the purchase price of said sale has been fully paid, and the said City Manager has filed his report with the said Council of the City of Asheville, and the said Council of the City of Asheville has ordered and directed the Mayor to execute and deliver in the name and on behalf of said City of Asheville, a deed, duly attested by the City Clerk of the City of Asheville, conveying said property and property rights to the said party of the second part hereto;

NOW, THEREFORE, in consideration of the premises and the payment of the purchase price, as aforesaid, and in further consideration of the sum of One Dollar ($1.00) paid to the party of the first part by the party of the second part, receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed, remised, released and quitclaimed, and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said party of the second part, its successors and assigns, forever, all of the right, title, interest and claim of the said City of Asheville, party of the first part, in and to:

All of the strips of land, rights of way and easements, on which is now situate a part of the water pipe line commonly known and referred to as City of Asheville 16" Trace 24, inch cast iron water pipe line and on which was formerly situate a water pipe line commonly known and referred to as City of Asheville 16" Trace 16 inch water pipe line, located and being within the outside boundary lines of any of the tracts of land referred to and described in option agreements made with Francis J. Hoazel, of record in the office of the Register of Deeds for Buncombe County, North Carolina, dated and signed as follows:

August 25, 1951, W. C. Shope and wife, Ina M. Shope, in Book 713, at Page 320;
August 28, 1951, J. T. Gregg and wife, Donna Deleva Gregg, in Book 713, at Page 276;
August 28, 1951, Hattie Gregg, in Book 713, at Page 279;
August 30, 1951, Spafford G. Burnette, Jr., and wife, Irene Gregg Burnette, in Book 713, at Page 234;
August 28, 1951, E. F. Sawyer and wife, Freddie Wilson Sawyer, in Book 713, at Page 319;
August 27, 1951, C. E. Nash and wife, Thelma Nash, in Book 713, at Page 201;
September 7, 1951, C. E. Nash and wife, Thelma Nash (two agreements), in Book 713, at Page 273, and Book 713 at Page 267;
September 7, 1951, Suzanna Nash, in Book 713, at Page 270;
August 28, 1951, Hugh A. Penley and wife, Irene M. Penley, in Book 713, at Page 301;
August 30, 1951, Bertha Severson, in Book 713, at Page 312;
September 7, 1951, Pauline M. Edgerton and husband, Roland O. Edgerton, in Book 713, at Page 249;
September 7, 1951, C. H. Alexander and wife, Bertha P. Alexander, in Book 713, at Page 227;

and being the portions of the strips of land, easements and rights of way, within the outside boundary lines of any of the tracts of land hereinabove referred to under option to said Francis J. Hoazel, described in and conveyed to said party of the first part by the following deeds:

C. H. Alexander and wife, Mary A. Alexander to City of Asheville, recorded in Deed Book 125, at Page 401; A. N. Alexander and wife, Addie M. Alexander, to City of Asheville, recorded in Deed Book 234, at Page 411; J. T. Sawyer and wife, C. F. Sawyer to City of Asheville, recorded in Deed Book 234, at Page 425; J. T. Sawyer and wife, C. F. Sawyer to City of Asheville, recorded in Deed Book 403 at page 45; John W. Gragg and wife, Henrietta V. Gragg to City of Asheville, recorded in Deed Book 234, at Page 431; H. A. Coggins and wife, Vera E. Coggins to City of Asheville, recorded in Deed Book 234, at page 395; H. A. Coggins and wife, Vera E. Coggins to City of Asheville, recorded in Deed Book 367, at Page 69; H. A. Coggins and wife, Vera E. Coggins to City of Asheville, recorded in Deed Book 367, at Page 75; Ada Graham to City of Asheville, recorded in Deed Book 125, at Page 140; John A. Brookshire to City of Asheville, recorded in Deed Book 121, at Page 336; and O. L. Mims to City of Asheville, recorded in Deed Book 125 at page 393, in the office of the Register of Deeds for Buncombe County, North Carolina, reference to which is hereby made for further purposes of description and identification.

EXCEPTING, however, any portion of the rights of way and easements of City of Asheville for its water lines through, upon and over the portion of the W. C. Shope property known as the Coggins tract, being the land conveyed by deed of record in Deed Book 631, Page 326, in the office of the Register of Deeds for Buncombe County.

This conveyance is made subject to the reservation of the right of the City of Asheville to remove from the strips of land, rights of way and easements hereby conveyed the part of its water pipe line now situate thereon within a period of 4 months from the date of delivery of this deed, and subject also to an agreement by the City of Asheville that it will remove said pipe line within said 4 month's period.

TO HAVE AND TO HOLD the above described property and property rights, with all the appurtenances thereunto belonging, or in anywise appertaining, unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Asheville has caused these presents to be signed by Earl Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, all as of the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

_____
City Clerk

By _____
Mayor

State of North Carolina
County of Buncombe

This ____ day of January, 1952, personally appeared before me, a Notary Public in and for the County of Buncombe, State of North Carolina, EARL ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation by authority duly given, and the said EARL ELLER acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year last above written.

My commission expires:

_____
Notary Public

State of North Carolina
County of Buncombe

The foregoing certificate of _____, a Notary Public of Buncombe County, North Carolina, duly authenticated by ____ Notarial Seal thereto attached, is adjudged to be correct, in due form and according to law. Therefore, let said instrument with the certificate be registered.

This ____ day of January, 1952.

_____
Clerk of Superior Court of Buncombe County, North Carolina.

Councilman Adams introduced resolution authorizing Mayor to execute agreement with Oerlikon Tool & Arms Corporation of America committing City to remove certain pipe lines not later than March 22, 1952, which was, upon motion of Councilman Adams, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 120.

State of North Carolina,
County of Buncombe.

THIS AGREEMENT, made and entered into this 22nd day of January, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the CITY, and OERLIKON TOOL & ARMS CORPORATION OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called OERLIKON;

WITNESSETH:

WHEREAS, on the 22nd day of January, 1952 the Mayor of the City of Asheville was authorized and directed to execute on behalf of the City an agreement with Oerlikon whereby and whereunder the City would convey to Oerlikon certain strips of land, easements and rights-of-way heretofore conveyed by Oerlikon by deed dated January 22, 1952 not later than sixty days from the date of said resolution and Oerlikon would exercise its option to purchase certain tracts of land at a cost to it of over $1,000.00, and to proceed immediately with its plans for the use thereof; and

WHEREAS, by said resolution the Mayor was authorized and directed to furnish, if required by Oerlikon, a bond with sufficient sureties for the performance of said agreement within sixty days;

NOW, THEREFORE, for and in consideration of the premises, and the sum of One Dollar paid by Oerlikon to the City, which is hereby acknowledged by the City, the City does hereby agree and bind itself to remove from the strips of land, easements and rights-of-way conveyed by the City to Oerlikon by deed dated January 22, 1952 its pipe line, and to deliver full possession and unencumbered use of the property and property rights described in said deed to Oerlikon not later than March 22, 1952.

Oerlikon agrees that it will exercise its said options to purchase the land described in those certain options to Francis J. Heazel more fully described in the deed from City of Asheville to Oerlikon dated January 22, 1952, hereinbefore referred to, and proceed immediately with its plans for the use thereof.

The City hereby agrees upon request of Oerlikon to furnish a bond with sufficient sureties for the performance of this agreement within said sixty day period.

IN WITNESS WHEREOF, the City has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and Oerlikon has caused this agreement to be executed by its duly authorized officers and its seal to be hereunto affixed; the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

_____
City Clerk

By _____
Mayor

ATTEST:

_____
Secretary

State of North Carolina,
County of Buncombe.

This ____ day of January, 1952, personally appeared before me, a Notary Public in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:

_____
Notary Public

State of
County of

I, a Notary Public of said State and County, certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 1952.

My commission expires:

_____
Notary Public

There being no further business, the meeting was upon motion duly adjourned.

ATTEST:

Margaret Simmons
City Clerk

Thursday, January 24, 1952, 10:00 A. M.

The City Council met in regular session pursuant to adjournment, January 21, 1952, at 10:00 o'clock A. M. with Earl W. Eller presiding. Present: Councilmen Wm Lee L. Abernethy, J. Fred Bowen, James D. Adams, C. M. Mulvaney, City Manager William Weir, City Attorney Julius C. Martin, and City Clerk Margaret Simmons.

The minutes of the previous meeting were read and approved.

The Annual Report of the Civil Service Commission for the Departments of Streets, Sanitary, Water, Parks, Municipal Auditorium, City Garage, and Firemen and Police Tenures in the City Building was presented to the Council.

Mayor Eller thanked the members of the Commission, who were present at the meeting, for their complete and comprehensive report.

City Manager Weir suggested that the Commission Council be requested to study the matter and perhaps not in an effort to select a suitable name that would unify the Commission for the City Hall and the Commission for the Police and Fire Departments, which suggestion was approved by the Council.

Mr. George F. Meadows, attorney for Mrs. Ruth L. Mills, presented a claim for damages for personal injuries to Mrs. Mills in the amount of $5,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE

MRS. RUTH L. MILLS,)
Plaintiff)
)
-vs-) NOTICE AND CLAIM FOR DAMAGES
)
CITY OF ASHEVILLE, a)
Municipal Corporation,)
Defendant)

TO THE HONORABLE MAYOR, CITY MANAGER, AND MEMBERS OF THE CITY COUNCIL:

YOU WILL PLEASE TAKE NOTICE that the undersigned, MRS. RUTH L. MILLS, resident of the City of Asheville, County of Buncombe and State of North Carolina, by and through George F. Meadows, her attorney, pursuant to Section 149, of the Charter of the City of Asheville, as set forth in the Code of the City of Asheville, 1945, and as required by its Charter (Private Laws of 1923, Chapter 16, Section 244), hereby files this claim and demands damages of the City of Asheville for personal injuries sustained by the said Mrs. Ruth L. Mills, at the time, place and manner hereinafter set out:

1. DATE: Claimant was injured between the hours of 4 and 4:30 P. M., on the 11th day of January, 1952.

2. PLACE: Claimant was injured while walking down the public sidewalk in a northernly di-

...Street, in the City of Asheville, County of Buncombe, and ... Liberty Street, at or near the Bikur Cholim Synagogue, which is ... Street; claimant was greatly damaged when she stepped on a loose brick in ... knowledge that the said brick was loose, although claimant ... brick were loose, which ... walk was partially depressed and other ... permitted to remain over a long period of time by the City of Asheville, and when ... on said loose brick with her right foot, she was violently thrown ... condition of said sidewalk she was seriously and permanently injured ... therein set forth.

3. ... That she was seriously and permanently injured when she stepped into ... said sidewalk, which had negligently been permitted to be there by said city, in that the brick suddenly turned and her right foot was thrown, resulting in a compound fracture of her right foot, thereby breaking bone or bones, also causing her nervous system a serious and severe shock, all of which has resulted in both serious and permanent injuries to the claimant, and that all of same has caused the claimant to experience great pain and suffering in both mind and body, and has caused her to lose time and her normally remunerative duties, and to lose the returns therefrom, and said injuries have put the claimant to great expense in the form of doctors' bills, nurses bills, medicine bills and other care, and she has been damaged thereby in the total sum of Five Thousand ($5,000.00) Dollars.

4. AMOUNT OF DAMAGES CLAIMED: That as a result of the negligence on the part of the city as aforesaid, claimant has been permanently injured and damaged in the sum of Five Thousand ($5,000.00) Dollars as nearly as she can ascertain for which this claimant now makes claim for restitution against the City of Asheville.

... January, 1952.

Mrs. Ruth L. Mills
CLAIMANT

Geo. F. Meadows
ATTORNEY FOR CLAIMANT

... duly sworn, deposes and says:

That she is the plaintiff in the above entitled action; that she has read the foregoing Notice and Claim for Personal Damages, and knows the contents thereof; that the same is true of her own knowledge and belief, except as to those matters and things therein stated upon information and belief, and as to those matters and things she believes it to be true.

Mrs. Ruth L. Mills
AFFIANT

Sworn and subscribed to
before ... January, 1952.

NOTARY PUBLIC

My commission expires:
March 7, 1953
(Seal)

... that this claim be referred to the Corporation Counsel, which motion was seconded by Councilman ... and unanimously adopted.

... introduced Ordinance #346, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Adams, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

... voted "aye" — Councilman Morrison voted "aye"
... voted "aye" — Councilman Adams voted "aye"
Mayor Eller voted "aye"

Councilman Morrison introduced a resolution appointing two members of Advisory Board ... created under Ordinance #310, which was, upon motion of Councilman Morrison, seconded by Councilman Abernethy ... unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 121.

... WADDELL - APPOINTMENT AS CHIEF OF POLICE

City Manager Weir announced to the Council his appointment of Claude C. Waddell as Chief of Police, upon recommendation of the Civil Service Commission for Police and Fire Departments. The appointment is effective as of April 1, 1952 due to the fact that Mr. Waddell is now taking courses for police executives in the Southern Police Institute at the University of Louisville, and in the meantime Assistant Chief A. R. Sluder is carrying on with full authority at the Police Department.

... Weir stated that he had been advised by the Wachovia Bank and Trust ... January that it is their opinion ... Notes, Series ... dated as of January 15, 1952 and maturing January 15, 1953, being ten (10) notes at $100,000.00 each, Nos. A17707/16, issued in the name of the City of Asheville, Asheville, N. C. ... Sanitation Funds, Asheville, N. C.).

There being no further business, the meeting was upon motion adjourned.

Margaret Seminore
CITY CLERK

Thursday, January 31, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 31, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, James P. Adams, C. E. Morgan, Walter I. Abernethy, Graham Morrison, M. C. Peterson, City Manager Welton Weir, Corporation Counsel R. W. Wells, and Mayor F. W. Eller.

The minutes of the previous meeting were read and approved.

... 346 - ... THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", ...

Upon motion of Councilman Adams, seconded by Councilman Mulvaney, Ordinance 346, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Morrison voted "aye"
Councilman Mulvaney voted "aye" — Councilman Adams voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 346

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance #322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

A. That Lots 96, 97, 97¼, 97½, 98, 106½, 107, 107¼, 108, 108½, 109, 110, 111, 112, 113 and 114, designated on Sheet 7, Ward 4 of the City of Asheville tax maps, be and are hereby rezoned from RA5 Residential District to Business District.

B. That Lots 106, 106¼ and 106-3/4, designated on Sheet 7, Ward 4 of the City of Asheville tax maps, and Lots 14¼ and 14½ and that portion of Lot 6 lying between the new location of Victoria Road and the old location of Victoria Road, designated on Sheet 12, Ward 4 of the City of Asheville tax maps, be and are hereby rezoned from RA6 Residential District to Business District.

C. That the portion of Lot 6, Sheet 12, Ward 4 lying south of the new location of Victoria Road between Neighborhood Trading Area on the east and Business District on the west and extending southwardly a distance of 250 feet be and is hereby rezoned from RA6 Residential District to Neighborhood Trading Area.

D. That Lots 281, 281¼, 282, 283, 283½, 268, 269, 270, designated on Sheet 1, Ward 9, be and are hereby rezoned from RA6 Residential District to Neighborhood Trading Area.

E. That a portion of Lot 22, Sheet 5, Ward 3, being Lots 25 to 32, inclusive, as shown on a plat by W. B. Bluhartу, registered engineer, dated October, 1951, recorded in the office of the Register of Deeds for Buncombe County, North Carolina in plat book 25 page 74, be and is hereby rezoned from RA 6 Residential District to Neighborhood Trading Area.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 17 day of January, 1952.

James P. Adams
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 31 day of January, 1952, to become effective 15 day of February, 1952.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Morgan introduced a resolution authorizing the City Manager to advertise for bids for easements of rights-of-way over certain property owned by the City of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 122.

City Manager Weir presented to the Council the Annual Report of the Chief of the Fire Department.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 7, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 7, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, James P. Adams, W. I. Abernethy, C. E. Morgan, V. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

City Manager Weir presented to Council tabulation of bids as received on January 26th for four items of fabricated steel in connection with the North Fork Dam and Reservoir Project as follows:

ITEM 1. Fabrication and delivery of structural and miscellaneous steel work.

ITEM 2. Fabrication and delivery of gates, hoists and appurtenant items.

ITEM 3. Fabrication and delivery of steel flanged piping and miscellaneous items.

ITEM 4. Fabrication and delivery of cast-iron water pipe and fittings.

	Bidder	Bid	Without Radiograph
ITEM 1.	Dave Steel Company	$ 66,239.00	$ 43,817.00
	Asheville Steel & Salvage	71,324.15	48,946.15
ITEM 2.	Dave Steel Company	21,939.00	18,303.00
	Asheville Steel & Salvage	23,676.50	19,928.50
ITEM 3.		Bid Subject to Modification of Specification	Alternate bid subject to modification of Specification
	Grinnell Company	$ 37,800.00	$ 44,900.00
	Crane Company	55,046.04	
ITEM 4.		Bid Subject to Modification of Specifications	
	Grinnell Company	$ 30,900.00	

Councilman Morgan introduced a resolution authorizing City Manager to execute contracts for the purchase of four separate items to be used by the city in connection with the North Fork Dam and Reservoir Project, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 123.

FORM OF CONTRACT

CITY OF ASHEVILLE, NORTH CAROLINA

CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation, hereinafter called the City, and _____, hereinafter called the Contractor;

WITNESSETH: That in consideration of the promise and agreement of the City to pay to the Contractor the total sum of _____($_____) Dollars, payable on the basis of 85% of monthly estimates and final payment within thirty days of completion of this contract, as more particularly hereinafter set forth, the Contractor promises and agrees to fabricate and deliver all materials and do all the work called for by this agreement in the manner and under the conditions herein specified in strict accordance with the specifications, plans and drawings and construction time schedule hereto annexed, said specifications, plans and drawings are for and identified as the fabrication and delivery of:

ITEM 1. Structural and miscellaneous steel work.
ITEM 2. Gates, Hoists and appurtenant items.
ITEM 3. Steel flanged piping and miscellaneous items.
ITEM 4. Cast-iron water pipe and fittings.

(INSTRUCTIONS TO CONTRACTOR: Strike out three of the above items. Contract may be used for only one of the above.)

Said plans, specifications and drawings, together with the proposal of the Contractor, and said construction time schedule, shall be considered part of this contract.

The work to be performed and the deliveries to be made under this contract shall be commenced, done and completed in accordance with said construction time schedule. The rate of progress at which said work and deliveries are carried on and the time in which the contract is completed are the essence of this agreement.

The City shall pay the Contractor for the performance of the contract as follows: On or before the first day of each month 85% of the value of materials delivered up to the 15th of the previous month, less previous payments, said value of said materials delivered to be determined by estimating the percent of the contract performed as it relates to the total sum to be paid by the City for the entire contract less 15%. Upon satisfactory completion of all the work undertaken hereunder and acceptance of said work by the City, the City will thereupon pay the Contractor all retained percentages deducted from monthly estimates due hereunder.

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals, or, if corporate, have caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE

By _____
City Manager

_____(SEAL)

_____(SEAL)

State of North Carolina, County of Buncombe

This the ____ day of _____, 195__, personally appeared before me, a Notary Public in and for the County of Buncombe, N. C., Weldon Weir, who, being by me duly sworn, says that he is City Manager of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said Weldon Weir acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:

_____
Notary Public

State of North Carolina, County of Buncombe

I, _____, a Notary Public of said State and County, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this ____ day of _____, 195__.

My commission expires:

_____
Notary Public

State of North Carolina, County of Buncombe

I, a Notary Public of said State and County, certify that _____ personally came before me this day and acknowledged that __he is _____Secretary of _____, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by ___self as its _____Secretary.

Witness my hand and Notarial Seal, this the ____ day of _____, 195__.

My commission expires:

_____
Notary Public

AUDIT - ASHEVILLE BOARD OF ALCOHOLIC CONTROL

City Manager Weir presented the six months audit of the Asheville Board of Alcoholic Control for the period ending December 31, 1951.

BUDGET

City Manager Weir presented to the Council statement showing the budget position of the City for the period ending January 31, 1952.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 14, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 14, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, James P. Adams, M. C. Peterson, C. E. Morgan, J. W. Mulvaney, City Manager Wilton Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Adams introduced a resolution authorizing Mayor to execute leases with Elizabeth Moss Harris and husband, Henry H. Harris for certain property for operating off-street parking facilities by the City, which was, upon motion of Councilman Adams, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 124.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

L E A S E

THIS LEASE, Made and entered into this the 14 day of February, 1952 by and between ELIZABETH MOSS HARRIS and husband, HENRY H. HARRIS of the aforesaid County and State, parties of the first part, hereinafter referred to as LESSORS and THE CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, party of the second part, hereinafter referred to as LESSEE.

W I T N E S S E T H:

THAT the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease to the Lessee, all those three (3) certain pieces, parcels or lots of land situate lying and being in the City of Asheville having an approximate frontage of 214.7 feet on the East margin of Davidson Street, same being Lots Nos. 242½, 243 and 244 as shown on Sheet 1, Ward 1 of the Assessors Records for Buncombe County, N. C.

I

TO HAVE AND TO HOLD the above described premises unto the said Lessee for a term of Twenty-five (25) years beginning the 1st day of April, 1952 and ending the 31st day of March, 1977, unless terminated at an earlier date as hereinafter provided.

II

The Lessee agrees to pay as rental for the lease premises Forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month of said Forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

III

IT IS UNDERSTOOD AND AGREED between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever.

IV.

The Lessee covenants and agrees as follows:

(A) That it will, at its own expense and its own risk, do and perform such grading and filling as it may deem necessary and will construct such barricades and install such safety measures and facilities as it may deem appropriate and advisable and will keep and bear harmless the said Lessors from any and all claim for damage in any manner incurred in the preparation of said lot for use and in the use thereof under the terms of this Lease.

(B) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this Lease.

(C) That it will manage and operate said premises as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation, and that it will charge for parking the prevailing prices for parking in Lots substantially similarly located.

(D) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts, which they may deem necessary and proper.

(E) That it will pay all utility expenses and other expenses incident to or connected with the use and operation of said parking lot during the term of this Lease.

V.

IT IS, FURTHER, CONTRACTED AND AGREED between the parties hereto that at any time from the date hereof and during the term of this Lease said Lessors shall have the right in their discretion, in the event said Lessors shall have an opportunity, which they may desire to exercise, of sale of said property or of lease thereof for a facility or improvement which would increase the ad valorem value of said property, then and in that event said Lessors may terminate this Lease after giving Sixty (60) days notice in writing to the Lessee of their intention so to do.

VI.

IT IS, FURTHER, AGREED between the parties hereto that the Lessee may not assign this Lease or any portion thereof or sub-let the premises hereby leased, without written consent of the Lessors, except to grant concession for the conduct of operations which may be auxiliary to the use of the premises as a public parking lot.

VII.

IT IS, FURTHER, AGREED between the parties hereto that if the Lessee, at any time, fails to pay the rental herein reserved for a period of thirty (30) days after the same shall become due, or for failure to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors may at their option declare this Lease canceled and terminated, after giving to the Lessee Ten (10) days written notice of their intention so to do, all without prejudice to any right of said Lessors to enforce the terms and conditions hereof and thereupon the said Lessors may take possession of said premises without legal process.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals and the said Lessee has caused this instrument to be executed in its corporate name by its Mayor and attested by its Clerk and its corporate seal in attestation thereof to be hereunto affixed, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville.

This the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ATTEST:

THE CITY OF ASHEVILLE

_____
City Clerk

By _____
Mayor

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

L E A S E

THIS LEASE, Made and entered into this the 14 day of February, 1952, by and between ELIZABETH MOSS HARRIS and husband, HENRY H. HARRIS of the aforesaid County and State, parties of the first part, hereinafter referred to as LESSORS and THE CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, party of the second part, hereinafter referred to as LESSEE.

W I T N E S S E T H:

THAT the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, all that certain piece, parcel or lot of land situate lying and being in the City of Asheville having an approximate frontage of 95 feet on Marjorie Street; and an approximate frontage of 228 feet on Davidson Street; a frontage of approximately 32 feet on Eagle Street and comprising in all an approximate square foot area of 16,258 feet, same being designated as Lot 248 as shown on Sheet 1, Ward 1 of the Assessors Records for Buncombe County, N. C.

I.

TO HAVE AND TO HOLD the above described premises unto the said Lessee for a term of Twenty-five years beginning the 1st day of April, 1952 and ending the 31st day of March, 1977, unless terminated at an earlier date as hereinafter provided.

II.

WHEREAS, the Lessee is the owner of Five (5) certain lots having an approximate frontage of 246 feet on Marjorie Street and an approximate frontage of 120 feet on Spruce Street and is the Lessee under Lease from the County of Buncombe, State of North Carolina of an additional lot having an approximate frontage of 117 feet on Marjorie Street and an approximate frontage of 117 feet on Eagle Street; and,

WHEREAS, the said Lessee desires to combine the lots so owned by the Lessee, the Lots held under Lease from the County of Buncombe and the Lots leased by this indenture, into a consolidated off-street parking lot and to maintain the same as such for the period covered by this Lease.

NOW, THEREFORE, IT IS AGREED that the Lessee shall cause accurate survey to be made determinative of the square foot area of each of the respective properties and the gross receipts which the Lessee may receive from the operation of the combined areas shall be allocated to the respective Lots in the proportion which each of said lots bears to the combined area and the Lessee, as rental for the leased premises covered by this indenture, shall pay forty-five (45%) per cent of the said gross receipts so allocated to the particular property covered hereby or the sum of Sixty ($60.00) Dollars per month during the First Five (5) year period and Seventy-five ($75.00) Dollars per month during the remaining Twenty (20) year period, whichever sum be the greater. Payment of said lease moneys shall be made by the Lessee to the Lessors on or before the tenth (10) day of each calendar month during the term of this Lease.

III.

IT IS UNDERSTOOD AND AGREED that in the event of an increase in the charge for parking privileges upon said combined parking lot or any part thereof over the now prevailing price of ten (10¢) cents per day, then and in that event the guaranteed monthly rental of Sixty ($60.00) Dollars per month shall be increased in like proportion and in the event of increase of taxes dur to increase of assessed value, then and in that event said Lessee shall bear the increased tax but shall not be responsible for increased tax due to increase of rate of taxation.

IV.

IT IS UNDERSTOOD AND AGREED between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever.

V.

The Lessee covenants and agrees as follows:

(A) That it will, at its own expense and its own risk, do and perform such grading and filling as it may deem necessary and will construct such barricades and install such safety measures and facilities as it may deem appropriate and advisable and will keep and bear harmless the said Lessors from any and all claim for damage in any manner incurred in the preparation of said lot for use and in the use thereof under the terms of this Lease.

(B) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this Lease.

(C) That it will manage and operate said premises as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation, and that it will charge for parking the prevailing prices for parking in lots substantially similarly located.

(D) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts, which they may deem necessary and proper.

(E) That it will pay all utility expenses and other expenses incident to or connected with the use and operation of said parking lot during the term of this lease.

VI.

IT IS, THEREFORE, CONTRACTED AND AGREED between the parties hereto that at any time from the date hereof and during the term of this Lease said Lessors shall have the right in their discretion, in the event said Lessors shall have an opportunity, which they may desire to exercise, of sale of said property or of lease thereof for a facility or improvement which would increase the ad valorem value of said property, then and in that event said Lessors may terminate this Lease after giving Sixty (60) days notice in writing to the Lessee of their intention so to do.

VII.

IT IS, FURTHER, AGREED between the parties hereto that the Lessee may not assign this Lease or any portion thereof or sub-let the premises hereby leased, without written consent of the Lessors, except to grant concessions for the conduct of operations which may be auxiliary to the use of the premises as a public parking lot.

VIII.

IT IS, FURTHER, AGREED between the parties hereto that if the Lessee, at any time, fails to pay the rents herein reserved for a period of thirty (30) days after the same shall become due, or for failure to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors may at their option declare this Lease canceled and terminated, after giving to the Lessee Ten (10) days written notice of their intention so to do, all without prejudice to any right of said Lessors to enforce the terms and conditions hereof and thereupon the said Lessors may take possession of said premises without legal process.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals and the said Lessee has caused this instrument to be executed in its corporate name by its Mayor and attested by its Clerk and its corporate seal in attestation thereof to be hereunto affixed, all under and by virtue of the authority duly granted by Resolution adopted by the Council of the City of Asheville.

This the day and year first above written.

_____(SEAL)

_____(SEAL)

THE CITY OF ASHEVILLE

By_____
Mayor

ATTEST:

_____
City Clerk

Councilman Mulvaney introduced resolution authorizing Mayor to execute amendment to the 1949 Cooperation Agreement with the Housing Authority of the City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 125.

AMENDMENT

THIS AMENDMENT to that certain COOPERATION AGREEMENT entered into on the 3rd day of November, 1949, by and between the CITY OF ASHEVILLE, hereinafter called the CITY, and the HOUSING AUTHORITY OF THE CITY OF ASHEVILLE, hereinafter called the LOCAL AUTHORITY,

W I T N E S S E T H:

THAT WHEREAS, it was originally contemplated that 172 low-rent housing units would be developed and operated under the terms of the Cooperation Agreement entered into on the 28th day of February 1941 between the parties hereto; and

WHEREAS, said Cooperation Agreement dated February 28, 1941 now applies only to the 96 such units that have been developed and are now in operation, and it is the desire of the parties hereto in order to receive the benefits of the United States Housing Act of 1949, and in order to preserve the remaining 76 units for future development and administration, that said 76 units to be added to the 500 units of low-rent housing heretofore authorized in said Cooperation Agreement dated November 3, 1949;

NOW, THEREFORE, the CITY and the LOCAL AUTHORITY, in consideration of the mutual covenants hereinafter set forth, agree to amend and do hereby amend said Cooperation Agreement dated November 3, 1949 as follows:

1. Strike out the period at the end of sub-section (a) of section 1 of said agreement and insert in lieu thereof a semi-colon, and add the following: said term "Project" shall also mean and include approximately 76 units of low-rent housing in addition to said 500 units, which said 76 units are to be additionally authorized by the PHA under said Program Reservation No. NC-7-A.

2. All terms and conditions of said Cooperation Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to said Cooperation Agreement in duplicate on the 14 day of February, 1952.

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE

By_____
Mayor

ATTEST:

_____
Secretary

HOUSING AUTHORITY OF THE CITY OF ASHEVILLE

By_____
Chairman

AMENDMENT

THIS AMENDMENT to that certain COOPERATION AGREEMENT dated February 28, 1941, by and between the CITY OF ASHEVILLE, hereinafter called the CITY, and the HOUSING AUTHORITY OF THE CITY OF ASHEVILLE, hereinafter called the AUTHORITY,

W I T N E S S E T H:

THAT WHEREAS, said Cooperation Agreement dated February 28, 1941 now applies only to the 96 low rent public housing units that have been developed and are now in operation, and said Cooperation Agreement makes no provision for payments to the City by the Authority in lieu of taxes; and

WHEREAS, said Cooperation Agreement was declared to be still in full force and effect by said City and Authority in 1949 and is now in full force and effect; and

WHEREAS, it is the desire of the parties hereto, in order to obtain the benefits of the terms of the United States Housing Act of 1949 for payments to the City by the Authority in lieu of taxes, that said Cooperation Agreement be amended;

NOW, THEREFORE, the City and the Authority, in consideration of the mutual covenants hereinafter set forth, agree to amend and do hereby amend said Cooperation Agreement dated February 28, 1941 as follows:

1. Add a new section to said agreement as follows:

"Section 19. Under the constitution and statutes of the State of North Carolina, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Authority with respect thereto. During such period, the Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for public services and facilities furnished for or with respect to such Project. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in the amount equal to ten percent (10%) of the aggregate Shelter Rent charged by the Authority in respect to such Project during such fiscal year; provided, however, that upon failure of the Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Authority shall attach.

"Provided, that no payment for any year shall be made to the City in excess of the amount of the real property taxes which would have been paid to the City for such year if the Project were not exempt from taxation."

2. All terms and conditions of said Cooperation Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to said Cooperation Agreement in duplicate on the 14 day of February, 1952.

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE

By_____
Mayor

ATTEST:

_____
Secretary

HOUSING AUTHORITY OF THE CITY OF ASHEVILLE

By_____
Chairman

City Manager Weir presented the Audit Report of the City of Asheville for the period ending December 31, 1951.

[illegible]

City Manager Weir reported to the Council that it has been determined under the schedule of construction of the new impounding dam at North Fork that an additional amount of $750,000 of the proceeds of the water bonds issued for this project will not be needed for at least a period of approximately four months, and that it has been recommended that this amount be invested in U. S. Treasury Savings Notes, subject to approval of the Local Government Commission.

Whereupon, Councilman Morgan moved that an amount not exceeding $750,000 of the proceeds from the sale of the City's Water Bonds of 1951, which said amount is in addition to $1,000,000 heretofore authorized to be invested, and which said $750,000 will not be needed to meet the obligations in connection with the purpose for which the bonds were issued for at least a period of approximately four months, be invested for said four months period of time in United States Treasury Savings Notes by the City Manager and/or Director of Finance, subject to the prior approval of the Local Government Commission, which motion was seconded by Councilman Peterson and unanimously adopted.

[illegible]

Mr. Henry Johnson, Secretary of the Housing Authority of the City of Asheville, presented to the City a check in the amount of $670.93, representing the first payment in lieu of taxes from the Housing Authority, and advised that payments from this source would be approximately $6,500.00 a year.

There being no further business, the meeting was upon motion adjourned.

[illegible]

CITY CLERK

Thursday, February 21, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 21, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, W. I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Jones & Ward, attorneys, presented a claim on behalf of Andrew LaTour for damages to property in the [illegible].

NORTH CAROLINA
BUNCOMBE COUNTY

IN RE: CITY OF ASHEVILLE

[illegible] OPENING OF :
[illegible] :
CITY LIMITS OF ASHEVILLE, AND THE :
[illegible] :
[illegible] :

NOTICE AND DEMAND

TO: THE MAYOR AND COUNCIL OF THE CITY OF ASHEVILLE, AND WELDON WEIR, CITY MANAGER -
NOTICE AND DEMAND FOR DAMAGES

The undersigned Andrew LaTour respectfully shows to your Honorable Board as follows:

1.

[illegible] is the owner of that certain piece, parcel and tract of land situate, lying and being in the City of Asheville, Biltmore Ward, Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING on an iron pipe in the margin of Asheville-Hendersonville Highway South 16 deg. 03' West 76.4b feet to a stake; thence south 86 deg. 00' East 100 feet; thence North 16 deg. 03' East, 74 feet; to a stake; thence North [illegible] West, 100 feet to the point of BEGINNING
being the same land or portion thereof, recorded in a plat, in the office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book No. [illegible] at page 124.

2.

That recently the City of Asheville, by and through its governing authorities, as your petitioner is advised, informed and believes, entered in and upon his lands above described, and broadened what is known as the Hendersonville Highway, and appropriated to its use a strip of land off of the front of your petitioner's residence and destroyed all of his front yard, leaving his house practically in the street; and further in doing so, so constructed said street that it has caused the basement and lower floor of petitioner's property to be flooded with surface water, and by reason of said appropriation of petitioner's land as aforesaid, has practically destroyed petitioner's home, all to his great damage in the sum of Five Thousand ($5,000.00) Dollars.

3.

That no notice has been given to petitioner as to the intention of the City of Asheville to appropriate his said property as aforesaid.

4.

That no jury has been appointed by the City Council, as provided by the charter and ordinances of the City of Asheville, to assess your petitioner's damages; that no notice has been served upon your petitioner as to the completion of the construction of said highway, if in fact it has been completed; that as your petitioner is advised, informed and believes, the City of Asheville in the attempted appropriation of his lands and home as aforesaid, has not followed the procedure outlined for the taking of said lands as provided by the City Charter, Statutes and/or Ordinances regulating the condemnation of private property for public purposes.

5.

That your petitioner, Andrew LaTour hereby files his claim with the Governing Authorities of the City of Asheville, under whose authority and directions his said lands were appropriated and demands the sum of Five Thousand ($5,000.00) Dollars therefor.

This February 14, 1952.

ANDREW LA TOUR

By Jones & Ward
Jones & Ward, Attorneys

Councilman Adams moved that this claim be referred to the City Manager and Corporation Counsel for investigation, which motion was seconded by Councilman Peterson and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Sinclair
CITY CLERK

Thursday, February 28, 1952 - 4:00 o'clock P.M.

The City Council met in regular session Thursday, February 28, 1952 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, Graham Morrison, F. M. Mulvaney, Walter I. Abernethy, C. E. Morgan, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller

The minutes of the previous meeting were read and approved.

A communication was read from the Pack Square Business Association requesting that parking on Pack Square be limited to thirty minutes.

Councilman Morgan moved that this request be referred to the City Manager and Department of Public Safety for study, which motion was seconded by Councilman Adams and unanimously adopted.

Councilman Adams introduced a resolution authorizing Mayor to execute deed to the Rector and Vestry of All Souls Church, which was, upon motion of Councilman Mulvaney, seconded by Councilman [illegible] adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 126.

NORTH CAROLINA
BUNCOMBE COUNTY

THIS DEED made and entered into, this the 28 day of February, 1952, by and between the CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, party of the first part, and THE RECTOR AND VESTRY OF ALL SOULS CHURCH, Biltmore, North Carolina, an unincorporated religious association, parties of the second part.

WITNESSETH: That,

WHEREAS, after due advertisement once each week for a period of four consecutive weeks in a newspaper of general publication in the City of Asheville and County of Buncombe, to-wit, The Asheville Times, the party of the first part did offer for sale and sell for cash at the Court House door of Buncombe County, North Carolina, at 12 o'clock Noon on the 13th day of February, 1952, the rights and interest of the party of the first part in and to the property hereinafter described; and,

WHEREAS, the parties of the second part became the last and highest bidder for said rights and interest of the party of the first part in the amount of Two Hundred and Fifty ($250.00) Dollars; and,

WHEREAS, since said sale a period of more than fourteen days has elapsed and no further or increased bids or offers have been made, and said sale by the party of the first part to the parties of the second part was duly approved and confirmed by the party of the first part by resolution of its Mayor and City Council regularly passed and adopted; and,

WHEREAS, the aforementioned purchase price of Two Hundred and Fifty ($250.00) Dollars has been paid in full;

NOW, THEREFORE, WITNESSETH: That the party of the first part, for and in consideration of the sum of TWO HUNDRED AND FIFTY ($250.00) DOLLARS to it in hand paid, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey unto the parties of the second part, their successors and assigns forever, all of the right, title and interest of the party of the first part in and to the following described land and premises:

BEGINNING at a stake on the South margin of Angle Street, the same being the northeast corner of the lands of All Souls Church conveyed to said Church by deed of George W. Vanderbilt, unmarried, dated October 26, 1936, and recorded in the office of the Register of Deeds for Buncombe County, N. C., in Deed Book 99 at page 61, and running thence with the east line of the property described in the deed last mentioned in a southwesterly direction 255.7 feet more or less to a point at or near the intersection of the east margin of the Hendersonville Road and the north margin of All Souls Crescent; thence with said margin of All Souls Crescent in an easterly direction to a stake in said margin of All Souls Crescent at the most southerly corner of the property of All Souls Church conveyed to it by deed of C. D. Beadle, Trustee, and Cornelia V. Cecil and husband, John F. A. Cecil, dated July 7, 1930, and recorded in the office of the aforesaid Register of Deeds in Deed Book 425 at page 381; thence with the west line of the property described in the deed last mentioned, North 34 deg. 52' East 245.2 feet more or less to the north margin of Angle Street at the north-west corner of the property described in the deed last mentioned; thence with said margin of Angle Street in a northwesterly direction to the point of BEGINNING. Being that strip of land formerly known as the most southerly block of Swan Street in the Village of Biltmore, City of Asheville, N. C.

TO HAVE AND TO HOLD the aforesaid piece or parcel of land, and all the privileges and appurtenances thereunto belonging, unto the parties of the second part, their successors and assigns, freed and discharged of all right, title, claim or interest of the party of the first part.

IN TESTIMONY WHEREOF, the party of the first part has caused these presents to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed, all by authority duly given, this the day and year first above mentioned.

ATTEST:

CITY OF ASHEVILLE

[illegible]
Clerk, City of Asheville

By _____
Mayor

City Manager Weir, on behalf of Reverend Embree Blackard, pastor of Central Methodist Church, extended an invitation to the City Council and city employees to attend a Community Night Program at Central Methodist Church at 8:00 p. m. on Sunday, March 2nd.

City Manager Weir advised that the Local Government Commission had approved the investment of an additional $750,000 of proceeds of sale of Water Bonds of 1951, and that $500,000 had been invested in U. S. Treasury Savings Notes of Series A, dated February 15, 1952, which notes are being held for safekeeping by the Wachovia Bank & Trust Company.

City Manager Weir requested that he be authorized to advertise for bids for the heating system of the Mountain View Baptist Church.

Whereupon Councilman Abernethy moved that the City Manager be authorized and directed to advertise for bids for the furnishing and installation of the heating system for the Mountain View Baptist Church now being reconstructed by the city, as required by the city's North Fork Reservoir Project, which motion was seconded by Councilman Mulvaney and unanimously adopted.

[illegible]

City Manager Weir stated that without objection of the Council the Civil Service Commission created by Chapter 1000 of the General Session Laws of the State of North Carolina of 1951 would henceforth be known and identified by the City of Asheville as Civil Service Commission for Public Works Employees of the City of Asheville.

There being no further business, the meeting was upon motion adjourned.

[illegible]

MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 6, 1952 - 4:00 o'clock P. M.

The City Council met in Regular Session Thursday, March 6, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, W. I. Abernethy, C. E. Morgan, Graham Morrison, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller

[illegible] minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution closing as a public street a certain portion of Swan Street, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

[illegible] resolution will be found in Resolution Book #3 at page 127.

City Manager Weir presented to the Council statement showing the budget position of the city for the month ending February 29, 1952.

There being no further business, the meeting was upon motion adjourned.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 13, 1952 - 4:00 o'clock P. M.

The City Council met in Regular Session Thursday, March 13, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, Graham Morrison, James P. Adams, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

City Manager Weir presented a resolution approving the Rules and Regulations for the operation of the Smoke Abatement Program, which rules and regulations have been approved by the Advisory Board, Western North Carolina Contractors Association and others.

Mr. [illegible], Chief Smoke Regulation Engineer, and Mr. Arnold Vanderhoof, Chairman of the Advisory Board, spoke briefly on said Rules and Regulations.

The resolution was, upon motion of Councilman Adams, seconded by Councilman Mulvaney, [illegible].

[illegible] resolution will be found in Resolution Book #3 at page 128.

[illegible] AND REGULATIONS

Section I

I. The following rules and regulations set out a policy under which the Smoke Abatement Department will operate. If at any time these rules and regulations are found oppresive or inadequate, upon proper presentation to this office, the Chief Smoke Regulation Engineer will open discussions with those persons or parties involved.

II. The following rules and regulations shall be strictly adhered to on all new construction. In cases of new fuel-burning equipment replacing old equipment in existing buildings, where conditions indicate that allowances must be made, it will be prerogative of the Chief Smoke Regulation Engineer to make such exceptions as he finds acceptable to the office.

(a) All fuel burning equipment for which an application for a permit [illegible] shall conform to the standards and specifications set forth hereinafter [illegible].

(b) Whenever fuel-burning equipment is installed, a permanent means of introducing [illegible] tion shall be installed. This is never to be less than one half square foot in area; and at no time less than 75% area of stack.

(c) All fuel burning equipment installed in the City of Asheville [illegible] plate or label showing model number or size or capacity and make of unit or a suitable combination of the data.

II. DEFINITIONS AND GENERAL DATA

(a) One square foot of cast-iron column steam radiation is considered to emit 2 [illegible].

(b) One square foot of cast-iron column gravity hot water radiation is considered [illegible] hour.

(c) One square foot of cast-iron column forced flow hot water radiation is considered to emit 17[illegible] BTU per hour.

(d) Boiler horsepower = 1 BHP = 33,475 BTU per hour.

(e) One square inch of warm-air leader pipe or duct area is equivalent to 136 BTU per hour for gravity circulation.

(f) One square inch of warm-air leader pipe or duct area is equal to 240 BTU per hour for forced air circulation.

III. PERMITS

(a) No permit will be issued to any person, firm or corporation until a City license has been secured as provided in Ordinance #830 of the City of Asheville.

(b) No permit will be issued to any person, firm or corporation for the installation of "heat" [illegible] until said person, firm or corporation has secured a State license as required in Chapter #7, Article #2 of the General Statutes of North Carolina.

IV. FEES FOR INSTALLATION PERMITS

Stokers under 500 lbs. per hour	$2.00
Oil Burners under 5 gal. per hour	2.00
Steam Boilers under 2,500 ft. E.D.R.	2.00
Boilers under 10 H. P.	2.00
Hot water boilers under - 2,500 ft. E. D. R.	2.00
Warm Air Furnaces under 200,000 BTU at C.	2.00
All Others - - -

Reference: [illegible] Building. Section 2760.

(f) Manufacturer's recommendations to be accepted for the size of chimney or any specified model of heating equipment.

(g) All chimneys shall have installed at the base an easily accessible clean-out door and [illegible] The soot collection chamber shall be 12" below the lower edge of the [illegible] chimney. The clean-out door shall have a diameter of at least 5".

(h) All chimneys shall extend a minimum of 3' above a flat roof or 2' above the ridge pole of a gabled [illegible] above adjacent buildings to permit the discharge of obnoxious gases [illegible] the occupants of near-by buildings. Chimneys more than 10' from the [illegible] extend the required 2' above the ridge pole, if other provisions of [illegible].

(i) Boilers or furnaces in separate rooms or separate buildings shall have a separate stack or a separate flue lining for each piece of equipment.

(j) When other construction is unreasonable, two pieces of heating equipment may be attached to one chimney provided such chimney has sufficient area and height to simultaneously provide the correct draft on each piece of equipment.

(k) Only automatic gas appliances may be vented to a flue serving equipment using another fuel. In such cases, the gas equipment connection must be above the flue connection of the heating equipment and equipped with a diverter.

(l) The type and construction of all chimneys, flues, and stacks, shall be in accordance with the [illegible]

Section III

[illegible] (Smoke Pipe)

II. [illegible] or breeching, shall in no part of its length be less than the corresponding [illegible] the boiler or furnace which it services.

[illegible] shall enter the masonry chimney through a properly installed thimble connection [illegible] full flue size.

III. The flue pipe shall be set so that it shall have a rise at the rate of at least one inch per lineal foot of flue pipe. Never shall any flue pipe be longer than 15 ft. and under no circumstances shall any flue [illegible] section of the chimney. The above rule shall apply for all flue [illegible] of 24 inches in diameter or equivalent area. Flues larger than this [illegible] shall be given consideration other than that outlined in the above.

IV. [illegible] square feet shall have an access [illegible] clean-out door in the [illegible].

SECTION IV

[illegible]

I. [illegible] Contractors National Association Manual of Net Load Recommendations [illegible] authority this office shall use insofar as ratings on boilers, definitions, [illegible], are concerned.

II. [illegible] in a manner that if hand fired originally, they can be automatically [illegible] under changes such as putting, or raising, or moving the boiler.

III. [illegible] automatically fired to less than 75%, nor more than 125% of their [illegible].

(a) Steam Boilers shall never be automatically fired to less than 75%, nor more than 150% [illegible] rating.

IV. [illegible] application for permit, it will be necessary to state in addition to the square feet of standing radiation for the load, the heat release in B.T.U. per square feet of radiation, [illegible] office of Smoke Abatement Department use the following values:

[illegible] B.T.U./sq. ft. of radiation for gravity hot water systems.

[illegible] B.T.U./sq. ft. of radiation for forced hot water systems.

V. It is understood that 240 B.T.U./sq.ft. of standing radiation will be used where steam is employed as a [illegible].

VI. Boiler Clearance [illegible] of sufficient size to allow (2) foot actual clearance on two sides [illegible] four foot clearance on the front side of the boiler.

VII. Repairs such replacement of sections, grates, base, flue pipe, dampers, or controls shall not require a Permit. Any repairs or replacements that change the rated capacity of the boiler shall require a permit.

VIII. [illegible]:

(a) Steam Boilers - When boiler is automatically fired, the boiler shall be equipped with at least one (1) approved high-limit control so connected as to shut off the power from automatic firing equipment in the event of excessive pressure on the boiler, and ---

(1) approved low-water cut-off so placed that it will prevent the operation of firing equipment [illegible] the water is too low in the boiler.

Reference: National Board of Fire Underwriters, Pamphlet #31, Section 22, Paragraph B.

(b) Hot Water Boilers - Hot water high-limit control must be of an approved type, installed in the boiler or on, or on a header within 3 ft. of the boiler. When a high-limit control is used as an operating control, an immersion type shall be used.

SECTION V

[illegible] FURNACES

National Warm Air Heating and Air Conditioning [illegible] terms and suggested good practices.

Forced Warm Air Furnaces shall be rated in B. T. U./hr. [illegible] plication. The load which these furnaces are to carry [illegible] in B. T. U./hr.

Gravity Warm Air Furnaces shall be rated in:

(a) Square inches of heating duct, in which [illegible] ing in square inches of heating duct, or

(b) B.T.U./hr. at bonnet or register in which [illegible] uce as B.T.U./hr.

Gravity Room-air and Unit-fired forced warm-air [illegible] to the floor [illegible] shall be a minimum of [illegible] inches.

Utility Room Installations:

Where a unit is installed in a [illegible] room, the following [illegible]:

(a) A grill of adequate size shall be installed in the [illegible].

(b) A grill of adequate size shall be installed in the [illegible].

(c) When a grill is installed in the door or wall of [illegible] room shall be [illegible] blower. Under no circumstances shall the blower [illegible] wall prevent any change from [illegible] operated by the [illegible].

(d) AIR LAUNDRY SYSTEMS FOR MULTIPLE DWELLINGS.

(1) These warm-air heating systems are installed in multiple [illegible] have a separate return air system connected to the heated side of the heating [illegible] have a tight fitting [illegible] which may [illegible] able.

(2) In no case shall the heated unit serve more than [illegible].

(3) In multiple dwellings, an outside air intake shall [illegible] less than 10% of the total air circulated will be taken [illegible].

(4) In all dwellings heated with air by means of [illegible] Access panel, hood, or plenum, in a position that [illegible] open or main fuse to break the thermal element of the limit control, [illegible] of the furnace only. In no case, shall the air [illegible].

(5) All warm air ducts shall be equipped with an [illegible] system.

(6) FURNACE ROOMS - Furnace room shall [illegible] two sides with door of furnace and a [illegible].

SECTION VI

[illegible]

I. The Mechanical Code for the Boiler Attendant [illegible] the authority this department shall follow [illegible].

II. The Stoker Manufacturers Association shall [illegible] a process shall be stokered, special consideration [illegible] based upon individual conditions as found.

III. The Manufacturer's name-plate showing [illegible] ratings may be obtained by observation.

IV. The Manufacturers, its representatives, [illegible] forming the equipment or its installation, [illegible].

V. [illegible] MINIMUM [illegible] RATINGS.

(a) Stokers shall be set so that the minimum clear height from tuyeres to nearest heating surface shall not be less than recommended by the Stoker Manufacturers Association.

(b) These head rooms are not intended for warm-air furnaces, where ample space is usually provided.

(c) Combustion Volume:

The combustion volume of furnaces fired by underfed stokers [illegible] in excess of 60,000 BTU's per cubic foot per hour. In making calculations for furnace volume, the space back of and above the bridge wall may be used in the calculation of furnace volume. This can be added to the volume in front of bridge wall. The necessary volume will be obtained by putting or raising the boiler.

(d) Drop Arches:

Boilers having a drop arch from top of furnace and a distance of less than 18" in a horizontal direction of gas flow from the nearest margin of the tuyeres shall have a clear [illegible] of the burners to the drop arch, which shall not be less than 66 2/3% of the required clear height in the furnace and the throat shall in no way be restricted.

[illegible]. Hearth Fill:

(a) [illegible] box, the fill shall be gravel, stones, or broken bricks. (In no [illegible] fill). The top of the fill shall be at least 1" below the base of the [illegible]. Fill will prevent air leak under tuyeres. The top of the hearth shall be approximately [illegible] tuyeres.

Exception: [illegible] one piece and has an asbestos seal between burner head and wind box.

(b) In no case shall the hearth be less than 2" thick.

(c) The hearth shall be constructed of refractory material.

(d) The hearth area (ash storage space) must be level immediately around the tuyeres for a minimum of 3". This is to prevent clinkers from running into the tuyeres and sealing the air slots. Beyond this required area, the hearth may or may not be sloped the sides to the boiler or furnace.

(e) On all dead-plate installations, the dead-plates must be set so that they are air-tight. Live plates must be set with air tight joints so that air will penetrate only through the ports provided for that purpose.

(f) When necessary, a retaining or bridge wall shall be installed in order to confine the fuel to the active part of the fire. Bridge walls in HRT boilers should be of such height and design as dictated [illegible] practice in individual cases.

(g) On pit installations, where the retort is too far below the firing doors for convenient cleaning, auxiliary clean out door or doors shall be provided near the hearth level.

VII. Draft Controls: On all stokers, some means of automatic draft control shall be provided.

Section VII

OIL BURNERS

I. Oil Burner shall mean any device designed to burn fuel oil having a flash point of 100 deg. F. or higher, as determined by the Tag Closed Tester in accordance with the method of test adopted by American Society of Testing Materials (A.S.T.M. Designation D56-21), and having a fuel tank or container with a capacity [illegible] 10 gallons connected thereto.

[illegible] Oil Burning Boilers.

Oil Burning Equipment shall include oil burners and all tanks, piping, pumps, control devices and accessories connected to the burners.

Primary Combustion Chamber shall mean that part of the furnace in which the ignition of the fuel oil takes place.

[illegible] Volume shall mean that part of the furnace or boiler other than primary combustion, through which [illegible] of tubes or flues may be reached.

Total Furnace Volume is the summation of the primary combustion chamber and the furnace volume.

Packaged Unit is an oil fired unit (furnace or boiler) manufactured and designed by one company which [illegible] boiler sizes, comes from the Manufacturers completely assembled.

Boiler Burner or Furnace Burner Unit. These are units in which the boiler or furnaces, combustion chambers, and burners are designed or coordinated, shall work as an integral unit for oil fired only. Conversion Oil Burners shall be all other installation.

II. All oil fired units shall be approved by the National Board of Fire Underwriters authorized agency, the Underwriters Laboratories.

III. A package unit will be accepted in its entirety by this office upon filing of drawings and specifications [illegible] unit.

IV. [illegible] shall meet the following minimum conditions, but Manufacturers recommendations to be followed when [illegible].

(a) [illegible] low pressure conversion burners to meet the following minimum [illegible]:

1. Minimum thickness of refractory side walls - 1 inch.

2. Minimum thickness of refractory floor shall be 1 inch on wet base boilers and shall consist of refractory only. On dry base boilers and furnaces a floor thickness minimum of 2 inches shall be maintained of refractory or 1 inch of refractory and 1 inch insulating material.

(b) Primary combustion chamber for gun type burners (high and low pressure) up to and including 3 gallon per hour firing rate shall be constructed of insulating type fire brick or refractory.

(c) The height of the combustion chamber should always be equal to the width of the chamber, but under no circumstances should the height be less than 14 inches.

(d) All joints in refractory combustion chamber shall be set with a high temperature cement.

V. Conversion Oil Burners are to be set so that the distance from the floor of the combustion chamber to the center line of the nozzle will never be less than the Manufacturers specifications.

VI. Furnace Volume of any boiler or furnace shall be of sufficient size so that the heat release shall not exceed 35,000 BTU per cubic foot per hour.

VII. [illegible] - All burners of this type must have a separate chimney to serve each unit.

(a) Floor Furnace - Openings for all floor furnaces shall be securely framed and all cut floor timber must be firmly headed and supported.

(b) All [illegible] fired floor furnaces shall have [illegible] fuel supply.

(c) Oil fired floor furnaces shall be set so that a two foot [illegible] front of furnace for proper maintenance. If access [illegible] a 2 foot square opening shall be made in foundation and a proper passage to [illegible].

(d) All flues in unexcavated and/or damp places must be of galv[illegible] securely into chimney.

(e) No barometric damper necessary unless specified by Manufacturer.

(f) Where necessary, chimney must be extended into basement. No flue pipe may be run through floor to connect to chimney at another level.

VIII. Draft

(a) Over-fire draft for burners under 3 gallons per hour firing rate never shall have less than .2 inches of water.

(b) Over-fire draft for burners 3 gallons and over per hour firing rate never shall be less than .0[illegible] inches of water, and increase for larger units as recommended by the Manufacturers.

(c) Under no circumstances, shall any flue "pot type" burner carry less than .[illegible] over-fire draft.

Note: Over-fire draft measurement to be made as near to top of primary combustion chamber as possible with unit in full operation.

(d) Automatic draft control shall be installed on all units. [illegible] dampers shall be removed. All check dampers shall be sealed.

IX. All oil burners using #5 and #6 oils must incorporate oil preheaters.

X. Installation - All oil burners and oil burning equipment shall be installed in compliance with the current regulations of the National Board of Fire Underwriters of Oil Burning Equipment. All oil burners shall be securely installed in a workman like manner and in strict accordance with the Manufacturers specifications.

XI. Controls - The type and installation of oil-burner controls shall be in accordance with the regulations of the National Board of Fire Underwriters of Oil Burning Equipment.

Section VIII

Oil Storage Tanks

I. Installations:

(a) Un-enclosed inside storage tanks shall not be located within 5 feet horizontally, of any fire or flame.

(b) Inside tanks shall not exceed 275 gallons.

(c) All inside storage or [illegible] tanks shall [illegible] supports to prevent settling, sliding, or lifting.

(d) All inside tanks shall be properly vented to the outside [illegible].

(e) All tanks installed in the Fire District and restricted areas, shall be installed underground and shall be in accordance with the Asheville Building Code.

(f) Areas not covered by Section "G" shall consist of not over one approved unit.

II. Tank Vents:

(a) All storage tanks shall be equipped with an open vent connected to [illegible] the open air. Vent openings and vent pipes shall be of ample size to prevent abnormal pressure in the tank during filling, but not smaller than 1¼ inches.

(b) Vent pipes shall terminate outside of buildings at a point not less than 2 feet vertically or horizontally from any window or other building opening. Outer end of vent pipe shall be provided with an approved weatherproof hood. Vent pipes should terminate sufficiently above the ground to prevent them being obstructed with snow and ice.

(c) Vent pipes shall be arranged to drain into tank.

In compliance with the provisions of Ordinance #310 of the City of Asheville, and with the approval of the Council of the City of Asheville and the Advisory Board, the foregoing Rules and Regulations are hereby declared to be in full force and effect from and after the 12th day of April, 1952, at which time the Rules and Regulations heretofore established be and are hereby rescinded and repealed in toto.

Published and copies provided for distribution at the office of the Chief Smoke Regulation Engineer, this the 13th day of March, 1952.

S. T. O'Neal
Chief Smoke Regulation Engineer
of the City of Asheville

There being no further business, the meeting was upon motion adjourned.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 20, 1952 - 4:00 o'clock P. M.

[illegible] regular session Thursday, March 20, 1952, at 4:00 o'clock P. M. with [illegible] Councilmen James P. Adams, F. M. Mulvaney, Walter I. Abernethy, [illegible], Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

[illegible] meeting were read and approved.

City Manager Weir reported to the Council the bids which were received for the furnishing and installation of the heating system for the Mountain View Baptist Church now being reconstructed by the city in connection with the city's North Fork Reservoir Project as follows:

[illegible]	$1,682.00
[illegible] Works	2,120.00
[illegible]	2,340.00
[illegible] Company	2,375.00
[illegible] Company	2,393.74
[illegible] Works	2,424.00
[illegible]	2,475.00

Whereupon Councilman Mulvaney introduced a resolution authorizing City Manager to execute contract for the furnishing and installation of the heating system in the new Mountain View Baptist Church in connection with the North Fork Dam and Reservoir Project, which was, upon motion of Councilman Mulvaney, seconded [illegible], unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 129.

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of March, 1952, by and between CITY OF ASHEVILLE, a municipal corporation, hereinafter called the CITY, and Julian A. Woodcock, Jr. and Mrs. Blanche T. Woodcock, a partnership, trading and doing business as CITIZENS HEATING COMPANY, hereinafter called the [illegible].

WITNESSETH:

That the Contractor and the City, for the considerations hereinafter named, agree as follows:

1. The Contractor shall furnish all of the materials and perform all of the work described in the specifications and general layout entitled "Heating Specifications - Mountain View Baptist Church", which said specifications are attached hereto and made a part hereof, and shall do everything required by this agreement and said specifications, and as also shown by a detailed layout furnished by the Contractor which is [illegible] and which said detailed layout is hereby approved by the City.

2. The work to be performed under this contract shall be commenced as soon as construction of the church building is sufficiently advanced to permit, and shall be substantially completed as soon as [illegible] construction of the building is completed.

3. The City shall pay the Contractor for the performance of the contract the sum of One Thousand Six Hundred Eighty-two and 0/100 ($1682.00) Dollars payable in full upon the completion and full performance of this agreement within ten days after the inspection and acceptance by the City of all work required under this agreement, which said inspection shall be made promptly after the contractor notifies the City [illegible].

IN WITNESS WHEREOF, the City and the Contractor have hereunto set their hands and seals, or if [illegible] caused this instrument to be executed by its duly authorized officers and its seal to be [illegible] the day and year first above written.

ATTEST:

[illegible]

CITY OF ASHEVILLE

By _____
City Manager

Citizens Heating Company

By _____

Councilman Abernethy introduced a resolution authorizing Mayor to execute deed to Carolina Power & Light Company for easements of rights-of-way over certain property owned by the City of Asheville, which was, upon motion of Councilman Abernethy, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 130.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 27, [illegible] - 4:00 o'clock P. M.

The City Council met in [illegible] session Thursday, March 27, [illegible] at 4:00 o'clock P. M. with Mayor [illegible] presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, James P. Adams, M. C. Peterson, City Manager Weldon Weir, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution authorizing Mayor to execute quit-claim deed to [illegible] Coal & Arms Corporation of America, which was, upon motion of Councilman Morgan, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 131.

Mr. William Locke, attorney, presented a claim for damages to property [illegible] of Sallie L. Whitson, Jennie Whitson and Mary Whitson.

NORTH CAROLINA)
BUNCOMBE COUNTY)

MOTION TO PLAT AND CLAIM

TO THE CITY OF ASHEVILLE, HONORABLE E. W. ELLER, MAYOR, AND THE CITY COUNCIL:

The undersigned herewith claim that those lands and premises adjudged to be owned by the undersigned and [illegible] tenants in common in the Judgment entered in that certain proceeding entitled Sallie L. Whitson, Jennie Whitson and Mary Whitson, Petitioners, vs. W. K. Whitson and wife, Elliot Whitson and others, the City of Asheville, a municipal corporation, and others, Defendants, which Judgment was entered at the February, A. D., 1952, Term of the Superior Court of Buncombe County, North Carolina, are in part flooded by water from a dam owned and maintained by the City of Asheville obstructing the Swannanoa River in Buncombe County, North Carolina, and that the natural flow of said river is obstructed by said dam and is unlawfully and illegally ponded and diverted in part onto the lands of the undersigned; that the diversion and flooding of the lands in part of the undersigned is an unlawful trespass upon said lands and results in damage to said lands thereby decreasing the value of the use of said lands in the amount of $500.00 per month; that the undersigned hereby claim and demand for themselves and their co-tenants that the obstruction from the Swannanoa River be removed by the City of Asheville; that the stream be allowed to take its natural course; that they be paid the sum of $500.00 per month until said obstruction is removed; that the said trespass constitutes a continuing trespass and has continued since the entry of said Judgment at the February, A. D., 1952 Term of the Superior Court of Buncombe County, North Carolina, and that there is now due and owing the undersigned and their tenants in common to date the sum of $1000.00 by the said City of Asheville by reason of the matters and things hereinbefore set forth.

Respectfully submitted to the City Council pursuant to Section 77 Private Laws 1921, Chapter 121 and Section 117 of the Charter of the City of Asheville.

This the 27th day of March, A. D., 1952.

SALLIE L. WHITSON, JENNIE WHITSON
AND MARY WHITSON

By James L. Powell
Edgar Stanton
William J. Locke
Their Attorneys

Councilman Adams moved that this claim be referred to the Corporation Counsel, which motion was seconded by Councilman Mulvaney, and unanimously adopted.

Mr. Joseph Shiott, representing the Asheville Board of Realtors, requested the Council to make available one person from the City Health Department, one from the Building Inspector's office, and one from the Engineering Department, to assist in making a spot survey of three blocks in each of the first four wards, using the U. S. Census Survey as a guide, in order to determine the [illegible] with reference to substandard housing in Asheville [illegible] or are at this time.

Councilman Peterson moved that the City Manager be instructed to cooperate with the project as requested, which motion was seconded by Councilman Adams and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

[illegible]

Margaret Simmons
CITY CLERK

Thursday, April 3, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 3, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, F. M. Mulvaney, C. E. Morgan, James P. Adams, Walter I. Abernethy, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

PLANNING AND ZONING COMMISSION -
RECOMMENDATIONS IN RE ZONING
ORDINANCE AMENDMENT (SHELBURNE
ROAD AND BILTMORE HOSPITAL PROPERTY)

Communications were read from the Planning and Zoning Commission recommending certain amendments to the zoning ordinance as follows:

March 25th, 1952

Mr. J. Weldon Weir, City Manager
City of Asheville
Asheville, North Carolina.

Dear Mr. Weir:

At a meeting of the City Planning and Zoning Commission held on Friday, March 21st, upon further consideration of a petition presented by Mr. E. B. Roberts and others with reference to the change of the zoning ordinance with respect to property abutting on Shelburne Road in West Asheville, the Planning and Zoning Commission unanimously recommended that the petition be granted and that the area shown in purple crayon on the attached copies of Sheets 16 and 17, Ward 5 of the City of Asheville tax maps be rezoned from RA6 Residential District to RA8 Residential District.

Yours very truly,

S/ Anthony Redmond
Secretary, City of Asheville
Planning and Zoning Commission

February 2, 1952

Mr. J. Weldon Weir, City Manager
City of Asheville
Asheville, N. C.

Dear Mr. Weir:

At the February 1, 1952 meeting of the City of Asheville Planning and Zoning Commission the following motion was made, seconded and unanimously passed.

That the petition filed by Memorial Mission Hospital and others with reference to change in Biltmore Village property be approved and recommendation made to the City Council that the Ordinance be amended to effect the change of the property described in the petition from RA-5 Residential District to Business District.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond

Councilman Adams moved that the reports and recommendations of the Planning and Zoning Commission be accepted, and that the City Attorney be directed to prepare ordinance complying with said recommendations to be placed before the City Council, and that a public hearing be held on same, which motion was seconded by Councilman Mulvaney and unanimously adopted.

City Manager Weir presented to the Council statement showing the budget position of the city for the period ending March 31, 1952.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 10, 1952 — 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 10, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, James P. Adams, Graham Morrison, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Morrison introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Morrison, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 132.

City Manager Weir introduced the new Police Chief C. C. Waddell, who spoke briefly in appreciation of the Council's confidence in his appointment.

Mr. Joseph Chiott, representing the Asheville Board of Realtors, presented to the Council a summary of the housing survey authorized on March 20th, and requested that property owners be required to improve substandard houses. The Board further requested that a year's time be given for this purpose, and that during that time no further public housing be constructed. Also speaking on this request were Mr. Roy Booth and Mr. Herbert Johnson.

City Manager Weir stated that the city's health, fire, inspection and engineering department heads would confer with him immediately to establish a plan that would enforce minimum housing standards set by ordinance.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 17, 1952 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 17, 1952, at 4:00 o'clock P. M. with Mayor Walter I. Abernethy presiding. Present: Councilmen James P. Adams, Graham Morrison, J. E. Morgan, M. ... Peterson, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor Walter I. Abernethy.

The minutes of the previous meeting were read and approved.

City Manager Weir reported to the Council that the flood gates at Lake Craig were raised on April ...

City Manager Weir reported to the Council that he had held a conference with certain departments regarding the matter of substandard housing in the City, and recommended the employment of a Deputy Inspector. ... plan was aporoved by the Council.

Vice-Mayor Abernethy introduced Mr. J. B. Lammers, Chairman of the Coal Producers Committee for Smoke Abatement, who spoke on the accomplishments of the smoke abatement program in the city.

Following Mr. Lammers' report a plaque of merit was presented to Mr. Arnold H. Vanderhoof, Chairman of the Advisory Board for Smoke Abatement, for his untiring efforts in behalf of this program.

Mr. Vanderhoof gave a brief history of smoke abatement in Asheville, and expressed his appreciation for the award presented to him.

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

CITY CLERK

Thursday, April 24, 1952 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 24, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. E. Morgan, James P. Adams, M. ... Peterson, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

This being the date set for the public hearing on proposed amendments to the zoning ordinance relative to the rezoning of certain property in Biltmore and Shelburne Road, Mr. Nemo Coleman, member of the Planning and Zoning Commission, was present to answer any questions relative to such amendments.

Thereupon Councilman Mulvaney introduced Ordinance #347, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Adams voted "aye"
Councilman Mulvaney voted "aye"	Councilman Morgan voted "aye"
Councilman Peterson voted "aye"	Mayor Eller voted "aye"

A communication was read from the Health and Social Work Council of Buncombe County commending the City Council in its efforts to improve the housing conditions in Asheville, and reaffirming its belief that improvement of already existing housing and any additional housing that can be built by private enterprise would in no way offset the additional public housing units needed particularly for negro families in low income groups.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 1, 1952 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 1, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, M. C. Peterson, James P. Adams, F. M. Mulvaney, Walter S. Abernethy, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible]
[illegible]
NEW BUILDING

A communication was read from Mr. J. W. Byers, Superintendent of Asheville City Schools, relative to the availability of space in the City Hall Building for use by the Asheville School Board.

City Manager Weir stated that he would discuss this matter with Mr. Byers.

Ordinance #347, being AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Morrison voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Peterson introduced Ordinance #348, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DETERMINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1952 AND ENDING MAY 31, 1953", which was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Morrison voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Abernethy introduced resolution authorizing Mayor to execute lease of #10 South Pack Square for public library purposes, which was, upon motion of Councilman Abernethy, seconded by Councilman [illegible] unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 3 at page 133.

[illegible]
[illegible]

L E A S E

THIS LEASEHOLD AGREEMENT made this 21st day of April, A. D., 1952, between SARAH W. YANCEY, GUARDIAN OF SAM M. YANCEY, JR., MINOR, AND AMELIA WHITAKER YANCEY, MINOR, and SARAH W. YANCEY, individually, lessor, and the CITY OF ASHEVILLE, North Carolina, a municipality, Tenant.

W I T N E S S E T H:

That the Lessor for and in consideration of the rents and taxes of the Lessor, the premises situated in the City of Asheville, County of Buncombe and State of North Carolina, known and described as follows:

Premises No. 10 South Pack Square, the Western ground floor unit of the Legal Building, located on South Pack Square, approximately 36 x 60 feet in size and including the basement located directly under said premises and further identified as the premises occupied by The B. F. Goodrich Company.

TO HAVE AND TO HOLD the same for the term of ten (10) years commencing on the 1st day of May, 1952, and ending on the 30th day of April, 1962, and the tenant hereby agrees to pay therefor an annual rental of
THIRTY SIX HUNDRED AND NO/100 ($3,600) DOLLARS
in equal monthly installments of THREE HUNDRED AND NO/100 ($300) DOLLARS, each in advance on the first business day of each month from the commencement of said term. Payment of rentals to be made to First Mortgage and Investment Company, Managing Agent, at 14 South Pack Square, until notice is given in writing by the Lessor to pay elsewhere.

PROVIDED ALWAYS, that this lease is made and accepted upon the following terms and conditions, all of which the parties hereto covenant and agree to keep and perform:

REPAIRS: The Lessor agrees at its expense during the term of this lease to make all necessary repairs to outside of premises, repairs and replacements to the heating equipment, roof, and to replace broken window glass damaged from causes other than tenant's negligence and glass broken or damaged by negligence of the tenant to

be replaced at its expense. This space is being accepted by the tenant in its as is condition and all inside repairs, alterations, improvements and redecorating shall be made at the expense of the tenant, who hereby agrees to take good care of said premises, and keep the interior of same in good repair, and surrender the same at the end of said term, or other termination thereof, in as good condition as the reasonable use and ordinary wear and tear thereof will permit.

ALTERATIONS: The tenant is to be permitted to make alterations and repairs to the premises as shown on a set of drawings prepared by Mr. Anthony Lord, Architect, consisting of four sheets each of which are identified by the signatures of Weldon Weir, City Manager, Anthony Lord, Architect and D. J. Weaver representing the Lessor. No load bearing walls are to be removed in the premises or structural changes that would impair the strength of the building, the only structural changes or alterations to be made are the cutting of a door way through the west well of the subject premises to the existing Library building and the removal of two sets of concrete steps which adjoin leading to the basement and the partition walls around said steps and also the removal of the concrete platform at foot of steps in order to make the space level with floor. All of the said alterations are to be done under the supervision of said Architect. Portable book racks and other equipment not attached to the building are to remain the property of the tenant who can remove at the expiration of lease.

DESTRUCTION OF PREMISES: If during the term of this lease the premises are destroyed or if they are damaged to the extent that 50 per cent of the total floor space herein leased will be untenable for a period of 90 days, then and in that event this lease may be terminated by either party by 10 days' written notice to the other party. In the event that less than 50 per cent of the total floor space is rendered unfit for Tenant's occupancy, and the premises can be restored and rendered fit for Tenant's occupancy by Lessor within 90 days, then the Lessor shall immediately and within said 90 days repair and render the said premises fit for Tenant's occupancy.

USE: The Tenant will occupy and use said premises as a public library, and will comply with all laws of the State of North Carolina and ordinances of the City of Asheville.

HEAT: Lessor shall furnish and keep in good repair all necessary equipment, labor and fuel for maintaining at all times in all parts of said premises, such a reasonable degree of heat as each season may require for comfortable occupancy.

In the event of the Lessor's failure to furnish such utilities and services as shown in lease, due to breakage of parts, fuel shortages, labor conditions, and other conditions beyond control, it is understood that no damage whatsoever is to be claimed from, and no liability is to attach to the Lessor.

SERVICE CHARGES: The Tenant shall pay for all water, gas, electric light and power consumed by it, and shall pay all taxes and assessments on or against its property on said premises, and all license, permit, occupation and inspection fees assessed or charged by reason of its use or occupancy of said premises.

ADVERTISING SIGNS: Both Lessor and Tenant agree not to use or permit the use of any part of said premises for advertising purposes, other than connected with Tenant's business, except temporary advertising for charitable organizations.

ASSIGNMENT: The Tenant shall not assign this lease nor sublet the premises or any portion thereof without the written consent of the Lessor.

INSPECTION: The Lessor shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purpose of inspection and making repairs not required of the Tenant herein, but the Lessor agrees not to exercise said right in such a way as to unreasonably interfere with the business of the Tenant.

DEFAULTS: If default shall be made by the Tenant in payment of said rent or any part thereof, or in performance of the conditions or covenants of this lease, and such default continue for 30 days after written notice thereof from Lessor to Tenant, the Lessor shall have the right to re-enter said premises and remove the said Tenant and all other persons therefrom and shall have the option of cancelling this lease, Tenant shall not, however, be held in default of its failure to pay rent on the date due or to otherwise perform in accordance with the terms hereof results from strikes, riots, Civil Commotion, Governmental Intervention, Acts of God or other contingencies beyond its reasonable control.

HOLD OVER: At the expiration of this lease should the Tenant hold over for any reason whatever, it is hereby agreed that in the absence of a written agreement to the contrary, such tenancy shall be from month to month only.

NOTICES: All notices required or agreed to be given hereunder by either party shall be in writing and sent by registered mail to the Lessor at the address given on page 1.

WAIVER: It is understood and agreed that the waiving of any of the covenants of this lease by either party hereto shall be limited to the particular instance and shall not be deemed to waive any other breaches of said covenant.

PEACEABLE ENJOYMENT: If the Tenant shall perform all and singular the covenants herein agreed to be performed by it, the Lessor, Successors or assigns shall warrant and defend the Tenant in the enjoyment and peaceful possession of said premises during the term aforesaid.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written; and

IN WITNESS WHEREOF, said Party of the second part has caused these presents to be signed by its Mayor, officer, and its corporate seal to be hereto affixed and attested by its City Clerk, officer, all by authority of the City Council of the City of Asheville, duly and lawfully given, the day and year first above written.

ATTEST:
Ruby C. Cowan

S/ Sarah W. Yancey (SEAL)
Guardian of Sam M. Yancey, Jr., and Amelia Whitaker Yancey, Minors.

S/ Sarah W. Yancey (SEAL)
Individually

ATTEST:
S/ Margaret Simmons
Officer City Clerk
(SEAL)

THE CITY OF ASHEVILLE
By S/ E. W. Eller (SEAL)
Officer Mayor

...ed resolution authorizing Mayor to execute lease with Asheville Chamber ... Incorporated, and lease with Asheville Industrial Council, Inc. for space in City Building, which was, upon motion of Councilman Morrison, seconded by Councilman Morgan, unanimously adopted.

...plete copy of resolution will be found in Resolution Book #3 at page 134.

...

THIS AGREEMENT, made this 1 day of May, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and ASHEVILLE CHAMBER OF COMMERCE, INCORPORATED, a North Carolina corporation, party of the second part;

W I T N E S S E T H:

..., said party of the first part has heretofore leased to said party of the second part ... described by contract dated October 3, 1946 for a term expiring August 17, 1956; and

WHEREAS, by mutual consent it has been agreed that said lease be amended as herein provided;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar to each of the parties ... paid, it is hereby mutually agreed:

That, as of January 1, 1952, said lease be and is hereby amended by deleting, cancelling, and terminating that portion thereof which heretofore demised the large exhibit or display room (including small ... therein) in the southwest corner of the main or first floor of the City Hall Building, including the ...sion of clause (3) thereof referring to said space; and

That, as of April 15, 1952 said lease be and is hereby further amended by adding to the premises demised therein 575 square feet of floor space adjoining said heretofore demised premises on its east side, said additional 575 square feet of floor space being the southeast corner (except passageway therethrough) of the main or first floor of the City Hall Building, and is hereby leased to said party of the second part.

That all of the terms, conditions, and covenants set forth in said lease apply to said additional 575 square feet of floor space as fully as if set forth herein except as such terms and provisions are modi...

...each of said parties acknowledges and agrees that upon the execution of this agreement neither ... further claim upon the other on account of clause (3) of said lease or on account of said ... leased thereunder.

IN WITNESS WHEREOF, said party of the first part has caused this lease to be signed and executed in its corporate name by its Mayor and attested by its Clerk and its corporate seal to be hereto affixed, and said party of the second part has caused this lease to be signed and executed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereto affixed, the day and year first ...

...:

...
City Clerk
(Seal)

...:

Arthur ... Jones
Secretary

CITY OF ASHEVILLE

By E. W. Eller
Mayor

Asheville Chamber of Commerce, Incorporated

By J. B. Stepp
President

STATE OF ...,
...

THIS LEASE, made and entered into this 1 day of May, 1952, by and between the CITY OF ASHEVILLE, ... and by virtue of the laws of the State of North Carolina, hereinafter ... ASHEVILLE, INC., hereinafter called Lessee;

W I T N E S S E T H:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: The southwest corner or wing of the main or first floor of the building known as the City Hall Building, Asheville, North Carolina, containing 802 square feet of floor space (including small room or closet therein).

2. To have and to hold the said premises with their appurtenances for the term of five years beginning January 1, 1952 and ending December 31, 1957, and that the lessee shall have the right to renew said lease for an additional five years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of Fifty ($50.00) Dollars per month in advance on the first day of each month beginning on the first day of January, 1952 and continuing for the period of this lease.

4. That the Lessor shall erect such partitions for the occupancy of said space that are standard partitions, but any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. ...and the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, ... during the term of this lease when necessary, but the lessor shall not be liable for any ... loss due to press ...

7. That if the demised premises shall be damaged by fire or other casualty without the fault or neglect of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, and the demised premises shall be rendered untenantable by such casualty without the fault or neglect of the lessee, the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of the demised premises the lessor may at its option within thirty days from such destruction decline to rebuild ... said building or said leased premises, whereupon said lease shall immediately become and be void and ... all rights of the parties hereto shall cease.

8. That the lessor shall maintain the said premises in good repair and ... the period of this lease, except in case of damage arising from the act or neglect of the ... agents, guests or invitees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the activities of Asheville Industrial Council, Inc. are curtailed due to its financial condition or otherwise to such an extent that said Lessee no longer needs any separate office space of its own, said Lessee may terminate this lease upon giving thirty days written notice to Lessor of its intention so to do.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; this day and year first above written.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Secretary

ASHEVILLE INDUSTRIAL COUNCIL, INC.

By
President

...

Councilman Mulvaney introduced a resolution authorizing the Mayor to enter into lease with property owners on Lexington Avenue in the City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in ... Book #3 at page 135.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

L E A S E

THIS CONTRACT, made and entered into this 1 day of May, 1952, by and between JENNINGS C. FITZGERALD, and MARTHA FITZGERALD REID and husband CHARLES A. REID, parties of the first part, hereinafter called "Lessors", and CITY OF ASHEVILLE, a municipal corporation, party of the second part, hereinafter called "Lessee";

W I T N E S S E T H:

That, subject to the terms and conditions hereinafter set forth, said Lessors hereby let and lease unto said Lessee, its successors and assigns, and said Lessee does hereby accept as lessee, a certain parcel of land, together with all privileges and appurtenances thereunto belonging, lying and being in the City of Asheville, Buncombe County, N. C., and more particularly described as follows:

Lying and being on West side of Broadway, formerly North Main street, BEGINNING on the southeast corner of the Grand Homestead lot and runs South 36-3/4 deg. east 22½ feet to a stake; thence south 14½ deg. east 79½ feet to a stake in the western edge of said street; thence south 54 deg. west 227 feet to a stake in eastern line of John W. Starnes lot; thence north 35½ deg. west 98¼ feet to a stake in the eastern line of Mary J. Starnes lot; thence north 53-3/4 deg. east to the BEGINNING.

Subject to the public street rights-of-way in, over and upon the above described land for the public streets named as follows: Lexington Avenue, Broadway, and Rankin Avenue.

Being the same property designated as Lots 119, 352, 353, 354, 355, and 356, Sheet 1, Ward 3 on the tax maps of the City of Asheville and Buncombe County.

The terms and conditions above referred to are as follows:

1. This lease shall commence from the day the building is removed, as hereinafter referred to, and shall continue for a term ending the 31st day of March, 1953, with the right vested in the Lessee to renew this lease for an additional period of five years at the same monthly rental and upon the same terms and conditions as set out herein.

2. Lessors agree to remove or cause to be removed at their own expense the building now located on said premises on or before the 1st day of January, 1953, and the term of tenancy hereinbefore referred to shall not become effective until said building has been removed.

3. During the term of this lease the Lessee shall pay all city and county taxes imposed on the said premises by any lawful authority.

4. Lessee may erect at any time any buildings, outhouses or structures whatsoever on said land

...lessee shall have the right upon the termination of this lease to re-... erected.

...shall be $200.00 per month, which the Lessee agrees to pay in monthly ... delivery, the first payment to be made on the same day the building is removed, as hereinbefore ... payments to be made on the same day of each and every month thereafter.

... perform all and sundry the covenants hereinbefore agreed to be performed by ..., shall warrant and defend the Lessee in the enjoyment and peaceful ... aforesaid.

... one of the Lessors herein, hereby agrees in the event the personal estate ... Fitzgerald, is not sufficient to pay the debts of her estate, that he will then in ... of the estate of his said deceased wife.

... have hereunto set their hands and seals; and the Lessee has caused ... F. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its cor... seal, this the ... day and year first above written.

_____(SEAL)

_____(SEAL)

_____(SEAL)

CITY OF ASHEVILLE

By _____
Mayor

ATTEST:

_____
City Clerk

... deed of trust against the property described in the lease attached hereto, which is re... at page 213, and dated August 30, 1951. The undersigned trustee of said deed ... said deed of trust, and the holder of the note evidencing the in... property described in said deed of trust, for and in consideration of the sum of One Dollar to them in hand ... receipt whereof is hereby acknowledged, do hereby agree that said deed of trust ... lease.

_____
Trustee

_____
Beneficiary

... presented the audit report of the Asheville Board of Alcoholic Control for the ... ending Dec. 31, 1951.

... further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, May 8, 1952 -- 4:00 o'clock P. M.

... session Thursday, May 8, 1952, at 4:00 o'clock P. M. with Mayor ... James P. Adams, Walter I. Abernethy, J. E. Morgan, M. J. Peterson, ... Weir, City Manager John Oldham, C. W. Wells, and Mayor F. W. Eller.

... meeting were read and approved.

... from Mr. Basil L. Jackson, attorney for Franklin Brady, containing a pro... ordinance of operation of moving pictures.

... by Manager Weir for study.

... AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE ... THE ZONING OF THE CITY OF ASHEVILLE", was upon motion of Councilman ... duly passed on its third and final reading with the following ...

... voted "aye"
... voted "aye"
... voted "aye"

Councilman Morgan voted "aye"
Councilman Adams voted "aye"
Mayor Eller voted "aye"

ORDINANCE No. 347

... AMENDING THE ZONING MAP, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVI... ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINA...

...; ... Avenue.

... 352, 353, 354, 355, and 356, Sheet 1, Ward 3 on the tax ...

... to extend the period for which said premises were leased, thereby ...

... agreed that the premises described in the lease above referred to are ... for the additional term of five years, beginning the 1st day of April, ... 1957, at the rental specified in the above described lease payable at ... ; and that all of the terms, conditions and covenants set ... for the additional period of extension as fully as if set forth herein, ... on the expiration of said term on March 31, 1958.

... executed this extension agreement on the day and ...

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

CITY OF ASHEVILLE

_____

By _____
Mayor

... of the right of the property described in the extension agreement attached hereto ... recorded in deed of trust book 490 at page 213, and dated August 30, ... deed of trust and the undersigned beneficiary of said deed of trust, and ... the indebtedness secured by said deed of trust, for and in consideration of the ... Asheville, receipt whereof is hereby acknowledged, do hereby ... subordinate to said extension agreement and said lease.

_____
Trustee

_____
Beneficiary

... the ... statement showing the budget position of the city for the ...

... the meeting was upon motion adjourned.

Margaret Lynn
CITY CLERK

Thursday, May 15, 1952 -- 4:00 o'clock P. M.

... Thursday, May 15, 1952, at 4:00 o'clock P. M. ... Mayor Newman, Councilmen Morgan, Adams, Medford and Miss ... Clerk Margaret Lynn and Police Judge T. I. Abernethy.

... present.

... AND DEFINING THE LICENSE ... AND ENDING MAY 31, ... DETERMINING JULY 1, 1952 and ENDING MAY 31, ... Councilman Adams, unanimously passed on the ...

... Councilman Morgan voted "aye"
... Councilman Adams voted "aye"
... Mayor Abernethy voted "aye"

... limits of the City of Asheville, ... other time as April hereafter ... of the ... April 1, 1952, ... shall be granted until the ... , has been paid. The addition of the two (2) ... shall not be ... for any other ...

Section 2.

... which ... to be imposed by this ordinance, shall ... the business ... all ... the laws of ... and shall ... and ... in ... and ... the City ...

Section 3.

(a) The ... , firm, or ... , ... engaging in any of the ... for a license, ... the ... which it ... the ... in case, ... , if the same ... firm, ... , ... , ... the right to ... the sworn, ... , ... , ... witnesses, ... evidence, ... oath, ... the ... , ... , ... examined, as well as any other fact which the ... may ... relative to the following:

1. ... Pawnbrokers, ... Collectors, ...
2. ... Junk Dealers, ... Junk Yards.
3. ... Electrical Contractors.
4. ... Juke Boxes, Pin Ball Machines, or Coin Operated Devices.
5. ... Penny Arcades.
6. ... Penny-Pin-Tosses, Jungle Trails, Exhibitions, or Like ...
7. ... Kind of Tanks, Steel, Glass, or Some, Used ... Petroleum ... Products.
8. ... Vaudeville, Theatres, Motion Picture Shows, Dance Halls, Taxi Cabs, or Omnibuses.
9. Theatrologists.
10. Music Jukeboxes or Instruments.
11. Hotels, Rooming Houses, or Tourist Homes.
12. Soft Drinks.
13. Ice Cream.
14. Bowling Alleys.
15. Shooting Galleries.
16. Certified Laundries.
17. ... Gasoline Filling Pipes, Service Tanks, or Pumps.

(b) Licenses may be refused for ... and ... the ... Manager shall be satisfied that the applicant, ... , is a person of good moral character, a fit and proper person to conduct such business, and that the ... premises is a suitable place for the conduct of such business.

(c) The billiard room, pool room, bowling alley, ... where ... Kinds are operated, and all ... , shall ... , ... , be kept plainly in sight ... City Hall.

Section 4.

That ... license shall be issued for any of the following ... , the applicant shall ... satisfactory ... , payable to the City, in the ... hereinafter named, ... the ... by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1. Pawnbrokers	$ 1,000.00
2. Junk Dealers	1,000.00
3. Electrical Contractors	1,000.00
4. Electric Sign Contractors and Hangers	500.00
5. Plumbing Contractors	1,000.00
6. Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00

[illegible] 1,000.00
[illegible] 500.00
[illegible] 500.00

[illegible].

[illegible] this ordinance, the same shall be construed to [illegible] "[illegible]".

[illegible].

[illegible] upon the amount of gross sales or receipts [illegible] applying for license by reason to the [illegible] basing the operations months, quarter, of [illegible] date of license may require, shall [illegible], the director of finance shall not be required [illegible] to furnish it. In case the said [illegible], 1952, and the tax on such business as [illegible], the license shall be issued upon the [illegible] the amount of tax to be paid is determined [illegible] such facts shall be made, and the license [illegible] shall have the right at any time during [illegible] tax shall be paid [illegible].

[illegible].

[illegible] shall [illegible] for each such [illegible] provided, however, that no license shall [illegible] with section 1-1, Article 2, Schedule [illegible] of 1939, as amended.

[illegible] 8.

[illegible] tax shall not abridge the right of the City [illegible] the license taxes herein levied, or to levy [illegible] taxed, at any time. And when any increase is [illegible] thirty (30) days.

[illegible].

[illegible], if any section, of this ordinance, be [illegible] affected thereby.

[illegible] 10.

[illegible] of this ordinance, and every class of [illegible].

[illegible] 11.

[illegible] shall be set forth to any natural person engaged [illegible] part of the amount of the tax owed, if the [illegible] Engineer, shall find [illegible] ordinance or law [illegible], in the judgment of the City Manager, the [illegible] which it is operated, constitute a nuisance or [illegible], or morals. Upon the revocation or [illegible] to whom such license was granted to conduct [illegible], shall pay a fee [illegible] thereafter for revocation or suspension of license.

[illegible] 12.

[illegible] that the collector of the Police [illegible] for the fiscal year of 1952-53, and it shall be [illegible] warrants for all delinquents, and to prosecute as [illegible] penalty as provided in this ordi-

[illegible] 13.

[illegible] violation of this ordinance, or carry on any [illegible] tax has been fixed, without having [illegible] shall be guilty of a misdemeanor, and upon [illegible] fine of not less than Fifty ($50.00) Dollars for each offense, [illegible] constitute a separate and distinct offense.

[illegible] 14.

[illegible] that the location of the business or the kind of [illegible], however, if same is prohibited or found to be [illegible] shall have the license.

[illegible] 15

"A"

FRONT

...ense from the ...alth officer a "bakery
...vide.

...----------$1...
..., per annum ----------10...
...staurant tax has been paid.
..., exhibition, ...venir, curios, fine, ...
...trumpets, on the occasion of ...
...motor, or ice boats, soft drink, ...
...----------5...
...----------10...
...----------50...
...without selling said articles as part of a regular
...shows; and, provided, that no person shall sell ...
...selling permit from the health officer.

...either in a lot or in a ...
..., wares, merchandise, bookmark or receivable
..., shall apply for and have a license ...
...tax of, per annum ----- $200.00

...ng premises or traction ...making a peakrust sale

...the business of operating any general bucking ...
...but in connection with bunk and trout ...,

...00, but does not exceed $200,000.00, per annum ----------$ 50.00
...00, but does not exceed $300,000.00, per annum --- 150.00
...00, but does not exceed $500,000.00, per annum --- 300.00
...00; per annum ---------- 500.00

...ged in the business of operating a ferris ...
...business, the following tax:

...the previous year, or less than ----------$37.50
...----------75.00
...----------150.00
...----------225.00
...----------300.00

..., engaged in the business of soliciting loans or ...
...thereof, per annum ----------

...the current tax year, the tax shall be calculated ...

...----------25.00

...ged in the business of conducting a barber shop, beauty
...following tax:

...shop, whether chair is in use or not, per annum - $2.50
..., barber, or other shop of like kind in any office, hotel,
...----------
...beauty shop, per annum ----------

...in the selling of barber or beauty shop supplies,
...----------

...----------$25.00

FRONT

A B C D E F G H I J K L
FRONT
O P
U V W

FRONT

FRONT

FRONT

A B C D E F G H I J K L FRONT M N O P Q R S T U V W X Y Z

FRONT

[illegible] corporation engaged in the business of paper-hanging, or engaged in the [illegible] tax as follows:

[illegible] - - -

or established place for the conduct, negotiation, or transacting such business in any manner whatsoever, shall pay a license tax of, per annum - $100.00

Provided, that this section shall not be construed to apply to banks, industrial banks, trust companies, building and loan associations, dealers as defined in Section 1148 of the Revenue Act of 1932, pawnbrokers, or concerns operating, or commonly known as loan companies or firms described, and those persons, firms or corporations purchasing for the purpose of collecting the payment of such loan and interest an assignment with power of attorney to collect same, or other order of chattels, household or kitchen furniture.

"GOODS, WARES AND MERCHANDISE".

See "Junk, Junk Dealers".

"GUNS".

(a) Every person, firm or corporation where 75 per cent of the gross sale or stock of merchandise consists of guns, shall pay a license tax of, per annum - $25.00

(b) Every person, firm or corporation, selling luggage, and where less than 75 per cent of the gross sales or stock of merchandise consists of guns, shall pay a license tax of, per annum - - - - - - - 25.00

"HARDWARE MANUFACTURERS, JOBBERS".

Every person, firm or corporation with an office within the City of Asheville, manufacturing, buying or selling hardware, metal, metal products, building materials upon a brokerage or commission basis, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

[illegible] or agent on any lot or in a storeroom, [illegible] herein specifically imposed, shall pay a tax [illegible] - $100.00

[illegible] alley or other municipal property is expressly prohibited. [illegible] from hucksters or officers of a Bankruptcy Court [illegible]

[illegible]

[illegible] - $5.00
[illegible] - 25.00

[illegible]

[illegible]

[illegible]

[illegible] either as agent or principal, old metal, old [illegible] - $100.00

[illegible]

[illegible]

[illegible]

[illegible] distributing mill or factory supplies, shall pay a [illegible] - $100.00

[illegible]

[illegible] selling millinery, shall pay a license tax of, per annum - $25.00

[illegible] firm or corporation selling millinery where the gross sales do not ex- [illegible] $10.00

[illegible]

[illegible]

[illegible] engaged in the business of erecting, manufacturing, jobbing, [illegible] marble tablets, grave stones, or articles of like kind, shall pay a [illegible] - $10.00

[illegible]

[illegible] manufacturing or assembling mops or brooms, shall pay a license [illegible] - $25.00

[illegible]

[illegible] Motor Vehicles--Dealers In".

[illegible]

[illegible] moving picture or vaudeville show, an annual license tax and [illegible]:

[illegible] - $75.00
[illegible] - 125.00

[illegible] (3) [illegible] - $100.00

[illegible] - $100.00

[illegible]

[illegible] - $10.00
[illegible] - 15.00
[illegible] - 25.00

"L"

[illegible]

[illegible]

[illegible]:

[illegible], semi-monthly or monthly newspaper, [illegible] - $25.00
[illegible] - 100.00

[illegible]

[illegible] - $25.00

[illegible]

[illegible]

[illegible] - $25.00

[illegible]

Every person, firm or corporation operating a nursery, or selling or shipping for the purpose of [illegible] sale nursery products, shall pay a license tax of, per [illegible] - $25.00

PROVIDED, if [illegible] tax shall be paid [illegible]. Selling plants, bulbs [illegible].

"M"

[illegible]

Exempt by State Statutes.

[illegible]

Every person, firm or corporation engaged in the business of [illegible] shall pay a license tax of, per annum - $25.00

[illegible]

[illegible]

[illegible]

(a) Every person, firm or corporation engaged in the business of selling illuminating or lubri- [illegible] oils in [illegible] or business, [illegible] in Section 127 of the Revenue Act of 1939, as amended, shall pay a license tax of, per annum - $50.00

PROVIDED, that this shall apply only to agencies or warehouses [illegible] engaged in the distribution or sale of the commodities enumerated.

(b) Every person, firm or corporation engaged in the business of selling illuminating or lubri-

"P"

TRAVELING MINSTREL SHOWS.

...traveling theatrical, traveling ... in any hall, tent, or other ... the privilege of engaging in such ... performances.

... own hands, shall only pay - - - - - - $2.00

... more than a total of fifty cents (50¢) for admi... exhibition, in any given place as much as ... week.

... annual state-wide license, as provided ... shall pay $10.00 per week, or part of week, provi... of 50¢ (fifty cents) for admission at the door as ... d

... such amusements are exhibited or performed.

... in the same manner as herein required of a circus, and ... provided.

... the business of keeping in stock, selling and/or offering ... enumerated, shall pay the following tax, per annum -

... - - - - - -

[illegible] - $ 5.00
[illegible] - 10.00
[illegible] - 15.00
[illegible] - 20.00
[illegible] - 25.00
[illegible] - 30.00
[illegible] - 40.00
[illegible] - 50.00
[illegible] - 75.00

[illegible].

[illegible].

[illegible] - $1.00
[illegible] - 15.00
[illegible] - 25.00
[illegible] - 50.00
[illegible] - 75.00
[illegible] - 100.00

[illegible].

[illegible] - $25.00

[illegible].

[illegible].

[illegible].

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

CITY CLERK

Thursday, May 22, 1952 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the Council was held on the above date.

MAYOR

CITY CLERK

Thursday, May 29, 1952 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 29, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, Graham Morrison, F. M. Mulvaney, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Abernethy introduced a resolution authorizing Mayor to execute quit-claim deed to Raymond A. Wanner and wife, Madge Wanner, which was, upon motion of Councilman Abernethy, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 137.

State of North Carolina,
County of Buncombe.

This Deed, made and entered into this the 29 day of May, 1952, by and between The City of Asheville, a municipal corporation, party of the first part and Raymond A. Wanner and wife, Madge Wanner, parties of the second part.

W I T N E S S E T H:

Whereas, by deed recorded in book 234, on page 431, J. W. Gregg and wife, H. J. Gregg conveyed a certain right of way as described in said deed to the party of the first part and by deed recorded in deed book 234, on page 425 J. T. Sawyer and wife, C. E. Sawyer conveyed a certain right of way as described in said deed to the party of the first part, both of said deeds being recorded in the office of the Register of Deeds for Buncombe County, North Carolina; and,

Whereas, by deed dated May 1, 1945 and recorded in deed book 581 on page 231, in the office of the Register of Deeds for Buncombe County, North Carolina, the parties of the second part became the owner of all or a portion of the property described in said deed book 234, on page 431 and deed book 234, on page 425; and,

Whereas, the party of the first part has removed the pipe line located on said rights-of-way and, therefore, has no use for same and is desirous of releasing and quit-claiming any interest in and to said rights-of-way which extend over and across the property now owned by the parties of the second part as more particularly described by the deed recorded in book 581, page 231.

Now, therefore, the party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid, the receipt of which is hereby acknowledged, has released and remised and by these presents do remise, release and forever quitclaim unto the parties of the second part, their heirs and assigns, all right, title, claim and interest of the said party of the first part in and to the rights-of-way as described in the deed from J. W. Gregg and wife, recorded in book 234, on page 431 and in the deed from J. T. Sawyer and wife, as described in deed book 234, on page 425, which extends over and across any portion of the property now owned by the said parties of the second part by virtue of a deed to the said parties of the second part recorded in deed book 581, on page 231.

To have and to hold, the aforesaid tract or parcel of land described in said right-of-way and all privileges thereunto belonging, to them the said parties of the second part, their heirs and assigns, freed and discharged from all right, claim or interest of the said party of the first part.

In Witness Whereof, the said party of the first part has caused this instrument to be executed in its corporate name by its Mayor and attested by its Clerk and its corporate seal in attestation thereof to be hereunto affixed, all under and by virtue of the authority duly granted by Resolution adopted by the Council of the City of Asheville.

ATTEST:

THE CITY OF ASHEVILLE

City Clerk

By Mayor

Councilman Mulvaney introduced a resolution authorizing Mayor to execute deed to J. F. Lane and wife, Callie P. Lane, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 138.

State of North Carolina,
County of Buncombe.

This Indenture, made and entered into this 29 day of May, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and J. F. LANE and wife, CALLIE P. LANE, parties of the second part;

WITNESSETH:

THAT WHEREAS, by resolution of the City Council of the City of Asheville on the 10th day of April, 1952 the property hereinafter described was authorized to be sold at public sale; and

WHEREAS, after due and proper legal advertisement the property was sold at the Court House door of Buncombe County, North Carolina on the 14th day of May, 1952, at which time J. F. Lane and wife, Callie P. Lane, became the last and highest bidders in the amount of $610.00; and

WHEREAS, the provisions of the law in regard to said sale having been complied with; and

WHEREAS, the City Council of the City of Asheville on the 29th day of May, 1952 passed a resolution authorizing and directing the sale and conveyance of said property to J. F. Lane and wife, Callie P. Lane, for the sum of $610.00;

NOW, THEREFORE, for and in consideration of the sum of $610.00 paid to the party of the first part by the parties of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed and confirmed, and by these presents does bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns, the following described property located in the City of Asheville, County of Buncombe, State of North Carolina, and bounded and more particularly described as follows:

BEGINNING on a stake at the intersection of French Broad Avenue and Bartlett Street and runs with the North margin of Bartlett Street, South 79 deg. 29' West one hundred sixty-one (161) feet to a stake in the Eastern margin of a ten (10) foot alley; thence with margin of said alley North 14 deg. West sixty-three and five tenths (63.5) feet to a stake; thence North 84 deg. 15' East one hundred seventy-six and thirty-five hundredths (176.35) feet to a stake in the West margin of French Broad Avenue; thence with the West margin of said Avenue South 2 deg. West fifty (50) feet to the BEGINNING, with right of ingress and egress to a ten foot alley in rear of said lot; the above described property designated on the tax maps of the City of Asheville as Lot 20, Sheet 9, Ward 4.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging or in any wise appertaining, unto the said parties of the second part, their heirs and assigns, to the only use and behoof of them and their said heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By_____
Mayor

City Clerk

Councilman Peterson introduced a resolution authorizing Mayor to enter into lease with Asheville School Board for space in City Hall Building, which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 139.

State of North Carolina,
County of Buncombe.

This Lease, made and entered into this 29 day of May, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and the ASHEVILLE SCHOOL BOARD, hereinafter called Lessee;

W I T N E S S E T H:

That, in consideration of the sum of Ten Dollars and other valuable considerations, the receipt of which is hereby acknowledged by the Lessor, and in further consideration of the covenants and agreements herein contained on the part of the Lessee to be kept and performed, the Lessor hereby leases and demises unto said Lessee the following described premises:

The entire seventh floor of the building known as the City Hall Building, Asheville, North Carolina with the use of the common stairways, hall ways, and toilet facilities limited to a use in common with others.

Together with all that space in the basement of said building which lies east of that corridor or hallway which corridor extends from the south exterior wall in a northern direction to the north exterior wall of said building.

Together with that section of said basement which lies in the north section thereof between the permanent corridors therein and east of the basement space now used as a parking area.

Except a portion of said basement premises which is now occupied by and in possession of the Western North Carolina Eye Clinic for the Blind and sponsored by the Lions Club; provided, however, that said portion of said basement now used by said Eye Clinic shall upon the vacating of same by said Eye Clinic become a part of the premises herein leased, and Lessee shall thereupon have immediate possession thereof.

The basement floor plan of said basement space herein leased as cross-hatched in red thereon and on file in the office of the City Engineer of the City of Asheville is hereby referred to for a more complete description.

For the term of ten years beginning July 1, 1952 and ending June 30, 1962, together with the option to extend the term of this lease for an additional period of ten years commencing July 1, 1962 and ending June 30, 1972, provided the Lessee notifies in writing the said Lessor of its intention to extend same, said notice to be given at least two months and not more than eight months prior to July 1, 1962.

The parties hereto further covenant and agree as follows:

1. Lessee agrees to accept said premises in their present condition and Lessor agrees during the term of this lease to make such repairs as may be necessary to maintain said premises in their present condition, ordinary wear and tear excepted, and except in the event of damage by fire or other casualty, as hereinafter provided.

2. That if the demised premises be damaged by fire or other casualty without the fault or negligence of the Lessee, and such damages are of a minor nature, the same shall be repaired by the Lessor as quickly as is reasonably possible, but if said premises be damaged to such an extent as to render the same unfit for use and occupancy this lease shall thereupon terminate.

3. Lessor hereby gives to Lessee the right and privilege at all times during the continuance of this lease or any renewal thereof to make at its own expense such changes, improvements, alterations, and additions to the herein leased premises as Lessee may desire, provided the above mentioned are not of the kind and character that will injure the building, depreciate its value, or impair its structural strength.

4. All alterations, improvements and additions to said premises shall remain for the benefit of the Lessor.

5. That the premises or any part thereof shall not be sublet nor this lease assigned without the prior written consent of the Lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. Lessor shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

8. If at any time during the term of this lease or any renewal thereof Lessee abandons the premises herein leased, or if Lessee shall make or fail to do and perform any matter or thing herein agreed to be done and performed by it, Lessor may declare this lease terminated and cancelled and take possession of said premises without prejudice to any other legal remedy it may have on account of such abandonment or default.

In Witness Whereof, the Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Asheville School Board has caused this instrument to be executed by its duly authorized officers, the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By_____
Mayor

_____
City Clerk

ASHEVILLE SCHOOL BOARD

ATTEST:

By_____
Chairman

_____
Secretary

City Manager Weir presented to the Council the audit report for the city for the period ending March 31, 1952.

City Manager Weir advised that plans had been prepared for the improvements to the property on Pack Square to be used for library purposes, and that this work would be done by the city.

Mr. Harry Hendon of the engineering firm of Polk, Powell & Hendon, and Mr. Lee Warren, consulting engineer, presented to the Council plans and specifications for the construction of a sewage disposal plant for the City of Asheville metropolitan area. Mr. Hendon gave a brief outline of the plans, and stated that the cost would be $3,900,000 which could be financed by service charges.

This matter was taken under consideration by the Council.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, June 5, 1952 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 5, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, Graham Morrison, W. I. Abernethy, M. C. Peterson, F. M. Mulvaney, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Mr. James W. Regan, attorney for Mae Knapp, presented a claim for damages for personal injuries in the amount of $2,000.00.

NORTH CAROLINA
BUNCOMBE COUNTY

N O T I C E

To the Honorable Mayor and Council of the City of Asheville, N. C.:

You will please take notice that the undersigned Mae Knapp, pursuant to Section 149 of the Charter of the City of Asheville, as set forth in the Code of the City of Asheville, 1945, and as required by its Charter (Private Laws of 1923, Chapter 16, Section 244), hereby files this claim and demands damages from the City of Asheville for personal injuries sustained by the said Mae Knapp at the time, place and manner hereinafter set out:

1. Date: - Claimant was injured on the 9th day of April, 1952, at about 9:00 P. M.

2. Place: - Claimant was injured as she undertook to walk along the North Sidewalk of Commerce Street, about 25 or 30 feet East of Coxe Avenue, when she caught a shoe heel in a hole in the sidewalk and thereby fell to the street causing the injury and damage hereafter set out.

3. Manner and character of injury sustained: - That while Mrs. Knapp was walking Eastward on the North side of Commerce Street, she stepped the heel to her left shoe into a hole in said sidewalk and was thereby thrown violently to the sidewalk, wrenching her back, twisting and spraining her ankles and legs and otherwise injuring her.

4. Amount of damage claimed: - By the negligent damage sustained by the undersigned claimant by the said City the claimant's earning power has been temporarily curtailed, she has been caused to incur expenses for medical attention, great inconvenience, pain and suffering to her damage in the sum of Two Thousand ($2,000.00) Dollars.

The undersigned claimant, therefore, respectfully presents her claim for said amount through her counsel and respectfully requests payment of same.

James W. Regan
Attorney for Claimant

Councilman Adams moved that this claim be referred to the Corporation Counsel, which motion was seconded by Councilman Mulvaney and unanimously adopted.

City Manager Weir presented a statement showing the budget position for the city for the period ending May 31, 1952.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, June 12, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 12, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, Walter I. Abernethy, M. C. Peterson, C. E. Morgan, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Abernethy introduced a resolution authorizing Mayor to execute lease with Asheville Baseball Club, Inc., which was upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 140.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this ____ day of _____, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation chartered, organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called the "LESSOR", and ASHEVILLE BASEBALL CLUB, INC., a North Carolina corporation, hereinafter called the "LESSEE".

W I T N E S S E T H:

THAT WHEREAS, said Lessor and said Lessee have heretofore entered into a lease as amended for the premises hereinafter described for a term expiring February 1, 1959; and

WHEREAS, said Lessee has already made such expenditures as required therein in amount sufficient to satisfy the rental required thereunder to the end of said term; and

WHEREAS, both parties hereto agree that certain capital and permanent improvements, in addition to those improvements heretofore contemplated and made under said lease as amended, are necessary to the premises; and

WHEREAS, it is the desire of the parties hereto to enter into a new lease whereby said additional permanent improvements are to be made by the Lessor and become its property and paid for by the Lessee in the form of rent;

NOW, THEREFORE, for and in consideration of the premises, the sum of One Dollar each to the other in hand paid, the receipt of which is hereby acknowledged, the mutual covenants hereinafter set forth, and the termination of said lease as amended, the Lessor does hereby demise and lease unto the said Lessee that certain tract or lot of land located within the City of Asheville, known and designated as the "Asheville Municipal Athletic Field" and properly called "McCormick Field", bounded and more particularly described as follows:

BEGINNING at a point in the Western margin of the Grandstand in the center of the Turnstile Entrance; thence Northwardly and Eastwardly with the rear line of the Grandstand to the corner of the colored bleachers; thence Southwardly with the end of the colored bleachers to a point where the same intersects the toe of the slope and the playing field level; thence continuing around the playing field level to the toe of the slope of cuts and fills, Eastwardly, Southwardly and Westwardly by the scoreboard, to a point where the toe of the slope of the cut intersects the wire fence; thence with the wire fence Northwardly to the South end of the white bleachers; thence with the South end of the white bleachers Westwardly to the West corner of the same; thence with the margin or West end of the bleachers and Grandstand to the place of BEGINNING, including all of the Grandstand and bleachers and small buildings within the lines of the same and including the baseball diamond and all level outfield within the toe of the slope of cuts and fills as above described, together with the scoreboard and any or all fixtures real included within the above described area, hereinafter called the Athletic Field.

TO HAVE AND TO HOLD the said premises hereby leased unto the said Lessee from the ___ day of ___ 1952, until and including the 1st day of February, 1959.

It is agreed by the Lessee hereinabove named that it, or its successors, shall operate in the City of Asheville and on said McCormick Field a baseball team each and every year during what is commonly known as the baseball season during the term of this lease.

It is agreed that the lease dated January 3, 1946 as amended by the lease dated January 22, 1948 hereinbefore referred to be and is hereby terminated upon the execution of this new lease and the parties hereto release and forever discharge each other from any and all claims, obligations and liabilities whatsoever under or on account of said mutually cancelled lease as amended.

Said Lessee does hereby covenant with the Lessor as follows:

(a) That the said Lessee will at its own cost and expense maintain and care for the playing field and will keep in good repair and condition all of the grandstands and bleachers and small buildings, together with the scoreboard and any or all fixtures real included within the above described area, and will keep all plumbing fixtures on the within leased premises in good and sanitary condition; and at the end or sooner termination of this lease will surrender and yield up said premises unto the Lessor in as good a state and condition as reasonable use thereof will permit.

(b) That the said Lessee shall carry a liability insurance policy in the name of the Lessee and/or the Lessor for the protection of the said Lessee and/or Lessor while the said "McCormick Field" is being used by the Lessee, and shall be for the duration or continuity of this lease on the same terms and conditions herein set forth. And such premium as may be charged for said protection shall be paid by the Lessee.

(c) That it will not, without the written consent of Lessor, exhibit any signs of business or allow any advertising matter of any kind whatsoever to be placed upon any part of the leased premises, nor will it allow or permit the distribution of circulars, handbills, or other advertising matter in or upon the leased premises, except the score cards printed by said Lessee.

(d) That it will not do, nor suffer to be done in or upon the said premises, any act or thing which shall or may be an annoyance, nuisance, inconvenience or damage to the Lessor, or to the occupants of adjoining property or to the neighborhood, with the express reservation, however, that said premises are to be used for the operation of a professional baseball club, and that the ordinary and usual operation of said premises for said purpose is permissible.

(e) That it will permit the Lessor, its agents or assigns, at any reasonable time, to enter upon said premises to examine the condition of the same, but entrance therein shall not mean that said employees shall be given free admission to the baseball field for the purpose of attending baseball games played therein by the Lessee.

(f) That it will make no unlawful or offensive use of said premises.

(g) That the said Lessee will, while the said Lessee's baseball club is playing the scheduled games at the above mentioned McCormick Field, pay all water rents and light bills which may be payable by said tenant in respect to said premises.

(h) It is mutually agreed by and between the parties hereto that the Lessee shall have the right to use the premises at nighttime, in addition to the use of the premises for baseball games scheduled at night, when the use thereof requires the aforementioned lighting system to conduct the event at the time scheduled. In other words, the Lessee shall not have the use of the park for other attractions, excluding baseball games conducted in the park, unless the lighting system is used.

It is mutually agreed and understood by and between the parties hereto that in case the herein leased premises, or any part thereof, shall at any time be destroyed or damaged by fire, or other unavoidable casualty, so that the same shall be unfit for occupation or use, then the obligation of the said Lessee to maintain the playing field of the same shall be suspended or abated until said premises shall have been put in proper condition for use as a baseball park by the said Lessor, or these presents shall thereby be terminated and ended at the election of the said Lessor; provided, however, that nothing herein contained shall relieve the said Lessee of the care and maintenance of the playing field unless said premises be destroyed or damaged so that the same shall be unfit for occupation or use; and provided, also, that in case the Lessee shall be adjudged a bankrupt, or insolvent, or a receiver be appointed for it, then the Lessor shall have the right to rescind and cancel this lease and have the right to re-enter and take immediate possession of said demised premises, which the said Lessee hereby agrees to surrender, as well also as any and all claims thereto under the provisions and terms of these presents, without notice to the Lessee.

It is further mutually agreed and understood that these presents are upon the express condition that if and whenever the said Lessee shall fail to comply with any of the covenants herein set forth to be performed by the said Lessee, whether compliance with the same shall have been legally demanded or not, or if and whenever there shall be a breach of any of the covenants by the said Lessee hereinbefore contained, the Lessor may re-enter upon any part of the said premises in the name of the whole, and thereupon the said term shall absolutely terminate, and notice to quit possession and every other formality is hereby expressly waived in case of default or breach of any of the conditions herein contained.

It is further mutually agreed and understood that this lease is executed by the City of Asheville for the express purpose of contracting with the Lessee for it to maintain a professional baseball club for the benefit of the citizens, residents and visitors to the City of Asheville, and in the event the Lessee shall fail to maintain a baseball club playing under the name of Asheville with its home games scheduled to be played in the City of Asheville throughout the entire term granted in the within lease, in accordance with the regulations and rules as to number of games and other matters stipulated by the association of Professional Baseball Clubs of which the Lessee may be a member, which club must be of at least Class "B" rating, unless the governing board of the City of Asheville shall consent to a lesser rating, then upon such failure the within lease immediately becomes null and void, and the Lessor may re-enter upon any part of the said premises in the name of the whole, and thereupon the said term shall absolutely terminate; notice and every other formality is waived in case of such default or breach of any of the conditions herein contained.

It is further understood and agreed that the Asheville High School shall have the right to use said field in its football games scheduled to be played in September, October, November and December of each and every year.

It is further understood and agreed that this lease shall not be transferable without permission of the City Council.

It is agreed between the parties hereto that Lessor will immediately commence construction of certain permanent capital improvements including toilet facilities and concrete floor for box seats, as shown on the plans and specifications therefor on file in the City of Asheville Engineering Department, and Lessor will complete same at a cost (to be determined by said Engineering Department) to the Lessor of not to exceed $12,000.00, all of which said improvements shall be and remain the property of Lessor; and upon the completion of said improvements, Lessee hereby agrees to pay the cost thereof and does hereby acknowledge itself to be then indebted to Lessor for the full amount of said costs, however, Lessee may, at its option, pay said indebtedness in installments as follows: Beginning in the year 1952 two cents on each paid adult admission to Tri-State League games at McCormick Field for a calendar year, or $1800.00, whichever is greater, and two cents on each of said paid admissions, or $1800.00, whichever is greater, for each succeeding calendar year until the whole of said indebtedness is fully paid, and each of said yearly installments shall be paid as follows: $600.00 on or before the first official Tri-State League baseball game of the season is held at McCormick Field, $600.00 on or before the day one half of said season's games have been held, $600.00 plus any amount in excess of $1800.00 computed on the basis of two cents per paid adult admission payable on or before ten days after the close of said season's games; and it is agreed that if Lessee fails to promptly pay said installments, Lessor may declare all of said installments instantly due and payable.

This lease is executed by and between the parties hereto with the distinct understanding and reservation to the governing board of the City of Asheville that it does not in any manner abridge, revoke, or curtail the right of the said governing board to ordain and enforce at any time, in the exercise of the governmental functions given to the City of Asheville as a municipal corporation, such ordinances as have and may be enacted for the government, regulation and conduct of, and upon the herein leased premises.

IN WITNESS WHEREOF, the Lessor has caused these presents to be executed by the Mayor of the City of Asheville attested by the City Clerk, all by order of the City Council of the City of Asheville duly given; and the Lessee has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Secretary

ASHEVILLE BASEBALL CLUB, INC.

By _____
President

There being no further business, the meeting was upon motion adjourned.

ATTEST:

Margaret Simmons
CITY CLERK

Thursday, June 19, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 19, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, James P. Adams, Walter I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible]

Mayor Eller advised the Council that he had been summoned to appear before the Grand Jury in connection with more recreation for young people, particularly swimming pools, and in connection with certain [illegible] used in the election campaign now being waged in the county.

City Manager Weir gave a brief outline of the city's recreation program, and stated that the construction of a swimming pool in the north section of the city was included in the long-range plans of the city for recreational improvements.

On the question of motor vehicles Mr. Weir advised the Council how the transportation problem is handled, and stated that he knew of no abuse of city owned equipment for private purposes.

[illegible]

Captain H. F. Brownlee, a recent graduate of the FBI Academy in Washington, thanked the Council for the opportunity of attending this academy.

There being no further business, the meeting was upon motion adjourned.

ATTEST:

Margaret Simmons
CITY CLERK

Thursday, June 26, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 26, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, Graham Morrison, James P. Adams, M. C. Peterson, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible]
RALPH P. GRANT

A communication was read from Mr. Ralph P. Grant containing his resignation as a member of the Housing Authority of the City of Asheville.

June 25, 1952

Mayor Earl W. Eller
City of Asheville
Asheville, North Carolina

Dear Mayor Eller:

Wish to tender my resignation as Commissioner on the Public Housing Authority,

to take effect at once.

I feel that I have served sufficiently long to discharge my obligation in this direction and I think it would serve a useful purpose to have some fresh points of view on the Board at this time.

It has been a real pleasure to be associated with the fine gentlemen who are now Commissioners.

Very truly yours,

S/ Ralph P. Grant
Ralph P. Grant

[illegible]: Mr. A. T. Rust, Chairman
[illegible] Authority
[illegible], N. C.

Mayor Eller announced to the Council that he had re-appointed Mr. A. T. Rust as a member of the Housing Authority of the City of Asheville for a term of five years, beginning June 11, 1952; and that he had appointed W. T. Duckworth, Jr. to fill the unexpired term of Mr. Ralph P. Grant, which term ends June 11, 1953.

Mr. [illegible], attorney for Dr. William T. Freeman and wife, Minnie B. Freeman, presented a claim for damage to property in the amount of $5,000.00.

TO THE HONORABLE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, William T. Freeman and wife, Minnie B. Freeman, present their claim or demand in writing to you for damages in the sum of Five Thousand and 00/100 ($5,000.00) Dollars, brought about by the City of Asheville and pursuant to the requirements of Section 149-50 of the Charter of said City as published in book designated "The Code of the City of Asheville 1945".

1. The date of happening or infliction of the injury was March 24, 1952 and the place of happening [illegible] the property of the claimants known and designated as 311 Vanderbilt Road, Biltmore Forest.

2. The manner of such infliction was the diversion, acceleration and increasing flow of surface waters in and upon the property of the claimants from property under control of the City of Asheville, to-wit: That certain Street known and designated as The Hendersonville Road.

3. The character of the damage or injury was flooding of the property hereinbefore mentioned causing erosion and washing away of property of the claimants and bringing in and upon said property debris and other unsanitary substances.

4. The amount of damage claimed is Five Thousand and 00/100 ($5,000.00) Dollars.

This the 20th day of June, 1952.

Dr. William T. Freeman and wife,
Minnie B. Freeman

By Geo. Pennell
Attorney

[illegible] original of within Notice of Claim for damages.
This the 21st day of June, 1952.

Lillian Ducker
Deputy City Clerk

Mr. George Pennell, attorney for Jasper Warlick and wife, Zetta M. Warlick, presented a claim for damage to property in the amount of $5,000.00.

TO THE HONORABLE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, Jasper Warlick and wife, Zetta M. Warlick, present their claim or demand in writing to you for damages in the sum of Five Thousand and 00/100 ($5,000.00) Dollars, brought about by the City of Asheville and pursuant to the requirements of Section 149-50 of the Charter of said City as published in book designated "The Code of the City of Asheville 1945".

1. The date of happening or infliction of the injury was March 24, 1952 and the place of happening [illegible] the property of the claimants known and designated as 312 Vanderbilt Road, Biltmore Forest.

2. The manner of such infliction was the diversion, acceleration and increasing flow of surface waters in and upon the property of the claimants from property under control of the City of Asheville, to-wit: That certain Street known and designated as The Hendersonville Road.

3. The character of the damage or injury was flooding of the property hereinbefore mentioned causing erosion and washing away of property of the claimants and bringing in and upon said property debris and other unsanitary substances.

4. The amount of damage claimed is Five Thousand and 00/100 ($5,000.00) Dollars.

This the 20th day of June, 1952.

Jasper Warlick and wife, Zetta M. Warlick

By Geo. Pennell
Attorney

Received original of within Notice of claim for damages.
This the 21st day of June, 1952.

[illegible]
Deputy City Clerk

Mr. George Pennell, attorney for Dr. J. Carter Phillips and wife, [illegible] M. Phillips, presented a claim for damages to property in amount of $5,000.00.

TO THE HONORABLE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, J. Carter Phillips and wife, [illegible] for damages in the sum of Five Thousand and 00/100 ($5,000.00) [illegible] and pursuant to the requirements of Section 149-50 of the [illegible] of said City as published in book designated "The Code of the City of Asheville 1945".

1. The date of happening or infliction of the injury was [illegible], 1952 and the place of happening [illegible] the property of the claimants known and designated as [illegible] Road.

2. The manner of such infliction was the diversion, acceleration and increasing flow of surface waters in and upon the property of the claimants from property under control of the City of Asheville, to-wit: That certain Street known and designated as The Hendersonville Road.

3. The character of the damage or injury was flooding of the property hereinbefore mentioned causing erosion and washing away of property of the claimants and bringing in and upon said property debris and other unsanitary substances.

4. The amount of damage claimed is Five Thousand and 00/100 ($5,000.00) Dollars.

This the 20th day of June, 1952.

Dr. J. Carter Phillips and wife,
[illegible] M. Phillips

By Geo. Pennell
Attorney

Received original of within Notice of claim for damages.
This the 21st day of June, 1952.

Lillian Ducker
Deputy City Clerk

Mr. George F. Meadows, attorney for Bob Swann, presented a claim for damages for personal injuries in the amount of $10,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

IN THE SUPERIOR COURT

BOB SWANN,
Plaintiff

-vs-

CITY OF ASHEVILLE, a municipal Corporation,
Defendant

NOTICE AND CLAIM FOR PERSONAL DAMAGES

TO THE HONORABLE MAYOR, CITY MANAGER, AND MEMBERS OF THE CITY COUNCIL:

YOU WILL PLEASE TAKE NOTICE, that the above named plaintiff, Bob Swann, resident of the City of Asheville, County of Buncombe and State of North Carolina, by and through George F. Meadows, his attorney, pursuant to Section 149, of the Charter of the City of Asheville, as set forth in the Code of the City of Asheville, 1945, and as required by its Charter (Private Laws of 1923, Chapter 16, Section 244), hereby files this claim and demands damages of the City of Asheville for personal injuries sustained by the said Bob Swann, at the time, place and manner hereinafter set out:

1. DATE: Claimant was injured on June 14, 1952, [illegible] 9:30 P. M.

2. PLACE: Claimant was injured while skating at the Recreation Park, in the City of Asheville, County of Buncombe and State of North Carolina, which said skating rink was being operated by the agents, servants and employees of the City of Asheville, in the County of Buncombe, and State of North Carolina, and known as the skating rink at the Recreation Park. Claimant was seriously and permanently injured while he was skating on said rink and came in contact with water which had been carelessly and negligently permitted to accumulate and remain on said skating rink floor, and as a direct and proximate result of said negligence carelessness on the part of the City of Asheville, its agents, servants and employees, the claimant was violently thrown to the floor and against the wall, all without any warning or knowledge of said dangerous condition and was seriously injured as hereinafter set forth.

3. CHARACTER OF INJURIES: That he was seriously and permanently injured while skating on said rink when he came in contact with water which had negligently been permitted to be there by said City, in that coming in contact with said water he was violently thrown on the floor of said rink, resulting in a compound fracture of his right ankle, thereby breaking bone or bones, also back injuries, causing his nervous system a serious and severe shock, all of which has resulted in both serious and permanent injuries to the claimant, and that all of same has caused the claimant to experience great pain and suffering in both mind and body, and has caused him to lose time and his normally remunerative duties, and to lose the returns therefrom, and said injuries have put the claimant to great expense in the form of doctors' bills, medicine bills and other care, and he has been damaged thereby in the total sum of Ten Thousand ($10,000.00) Dollars.

4. AMOUNT OF DAMAGES CLAIMED: That as a result of the negligence on the part of the City of Asheville as aforesaid, claimant has been permanently injured and damaged in the sum of Ten Thousand ($10,000.00) Dollars, as nearly as he can ascertain for which this claimant now makes claim for restitution against the City of Asheville.

...ville, this 23rd day of June, 1952.

Geo. F. Meadows
Attorney for Claimant

...., attorney for Katherine V. Weinkle, presented a claim for damages for personal ... in the amount of $2,500.00.

NOTICE OF CLAIM FOR DAMAGES

To: The Mayor and Members of the Council of the City of Asheville, N. C.

Pursuant to the provisions of Section 150 of the Charter of the City of Asheville, as set forth in the ... Code of the City of Asheville, notice is hereby given that on the 21st day of April, 1952, at approximately 2:00 P. M., on the ... located on the east side of O. Henry Avenue, the undersigned KATHERINE V. WEINKLE, by reason of a hole or depression in said sidewalk, was violently thrown to the ground, and as a result thereof, ... suffered a severe ... over her left eye, bruises, cuts and contusions on the whole left side of her face, injuries to her back, ... ankle twisted, all of which was occasioned by the negligence of the City of Asheville, resulting in ... permanent injury, medical expenses, severe pain and suffering, and loss of sleep. Therefore, the undersigned claimant makes demand upon the City of Asheville for the payment of damages in the ... of Twenty-five Hundred ($2,500.00) Dollars.

Katherine V. Weinkle
Claimant

... to me this the 24th day of June, 1952.

Josephine Church
Notary Public

My commission expires:
4/9/54
(Seal)

... with the consent of the Council, Mayor Eller referred all of said claims to the Corporation Counsel for investigation.

City Manager Weir advised the Council that it was planned to start immediately on the plan of extending the water supply line into West Asheville, and that this work would be done by city forces under the direction of the City Engineer.

Mayor Eller read a statement setting forth the Council's viewpoint on the matter of Civil Service for city employees.

There has been considerable confusion about the City Council's attitude on the Civil ... for the Police and Fire Departments. Some have wilfully misinterpreted ... for political gain.

The purpose of this statement is to set forth the Council's viewpoint. The City Council believes in Civil Service for the Police and Fire Departments and would oppose vigorously any effort to abolish it.

We believe the Police and Fire Departments should be subject to political influence, but we believe these departments should be dominated by unions whose allegiance is to their leaders rather than to the people who employ them.

There is one change in the present law which we believe is essential to the more efficient operation of the Police and Fire Departments. We will recommend that our Legislators ... this change during the next session of the General Assembly.

We favor an amendment which would require the Civil Service Commission to submit ... the three highest qualified candidates for promotion to lieutenant, captain and chief. ..., the Commission only ... and the City is required to name this particular ...

We believe the City Council should have some choice in picking the officers who ... the operation of the Police and Fire Departments. After all, the Councilmen are the ... elected representatives of the people and can be recalled if their actions are unpopular with the voters.

The Council is directly responsible to the voters for the proper administration ... We don't believe we can do a proper job as long as we are in a straight jacket.

Our ... is similar to the provision contained in the original Civil Service ... for Asheville. The City of Asheville in 1931 adopted a City Charter which contained this Civil ... and it was patterned after a model Civil Service recommended by leading ... organizations.

The ... adopted this plan in 1931 and we feel that it should be restored. The ... have had a ... in the Civil Service setup since 1931.

... with the safeguards granted city policemen and firemen under ... for more efficient supervision by your duly ...

... that the City Council endorse this statement, which motion was ... unanimously adopted.

... Margaret Simmons

Thursday, July 3, 1952 - 4:00 o'clock P. M.

Because of the lack of a quorum no meeting of the City Council was held on the above date.

... Margaret Simmons
CITY CLERK

Thursday, July 10, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 10, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernethy, Graham Morrison, F. M. Mulvaney, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

... - SPACE ...

Councilman Adams introduced resolution authorizing Mayor to enter into leases with Dr. Gardner F. Smart, Dr. William F. Powell, Dr. John D. Bradley, Dr. Albert Aodack, Dr. E. C. Clayton, Dr. Michael F. Keleher, Dr. J. H. Worley, Dr. Irby Stephens, Dr. G. D. Wilson, Dr. C. Z. Candler, Dr. Orville D. MacAlpine, and amended lease with Asheville Agricultural Development Council, Inc. for space in city building, which was, upon motion of Councilman Adams, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 141.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. GARDNER F. SMART, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 801 and 802, containing 1150 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Seventy-five (75¢) cents per square foot per year, payable in equal monthly installments of $71.88 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in caseof damage arising by occasion of the negligence of Lessee, his agents, patients, guests or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term thereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

City of Asheville

Attest:

By_____
Mayor

_____
City Clerk

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. WILLIAM F. POWELL, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 809 and 810, containing 1150 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Seventy-five (75¢) cents per square foot per year, payable in equal monthly installments of $71.88 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term thereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

Attest:

By_____
Mayor

_____
City Clerk

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. ALBERT KODACK, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 807 and 808, containing 660 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Seventy-five (75¢) cents per square foot per year, payable in equal monthly installments of $41.25 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shallmaintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or emoloyees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

City of Asheville

_____
City Clerk

By_____
Mayor

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. E. C. CLAYTON, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 403, 404, 405, and 406, containing 1,480 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning 1st day of July, 1952 and ending 30th day of June, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $123.33 each in advance on the first day of each month beginning on the 1st day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall mtaintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

12. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

13. It is hereby agreed between Lessor and Lessee that the lease heretofore executed between said parties dated 6th day of January, 1949 shall automatically expire upon the execution of this lease effective July 1, 1952.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

City of Asheville

_____
City Clerk

By_____
Mayor

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. MICHAEL F. KELEHER, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 303 and 304, containing 489.4 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year,

payable in equal monthly installments of $40.78 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

CITY OF ASHEVILLE

_____
City Clerk

By _____
Mayor

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. J. H. WORLEY, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 301 and 302, containing 840.4 square feet of floor space, in the building known as the City Hall Building, Asheville North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $70.03 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

CITY OF ASHEVILLE

_____
City Clerk

By _____
Mayor

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. IRBY STEPHENS, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 305 and 306, containing 925.5 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $77.12 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the

parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained in the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

CITY OF ASHEVILLE

City Clerk

By_____
Mayor

(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. G. D. WILSON, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 307 and 308 containing 820.4 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years, beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $68.36 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shallmaintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained in the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

CITY OF ASHEVILLE

City Clerk

By_____
Mayor

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. C. Z. CANDLER, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 310, containing 431.87 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $77.90 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures, or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements contained in this lease on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

CITY OF ASHEVILLE

By_____

City Clerk

Mayor

(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. [illegible]VILLE D. MacALPINE, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, vix.: Rooms 311 and 312, containing 470.5 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1952 and ending June 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $39.21 each in advance on the first day of each month beginning on the first day of July, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the address addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

CITY OF ASHEVILLE

By_____

City Clerk

Mayor

(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 10th day of July, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter

called Lessor, and ASHEVILLE AGRICULTURAL DEVELOPMENT COUNCIL, INC., hereinafter called Lessee;

WITNESSETH:

That whereas, on the 1st day of January, 1952, the lessor and lessee herein entered into a certain lease, whereby the lessor leased to the lessee for the term of three years beginning January 1, 1952 and ending December 31, 1955, with the right of renewal for an additional two years upon the same terms and conditions, the premises known as Room 707, containing 564 square feet of floor space in the building known as the City Hall Building, Asheville, North Carolina; and

Whereas, lessor has requested lessee to move from its space on the seventh floor to space on the fourth floor; and

Whereas, the lessor and lessee have agreed to such change;

Now, therefore, it is mutually agreed, that the lessor hereby leases to the lessee the following described premises, vix.: Room 420, containing 500 square feet of floor space, in the building known as the City Hall building, Asheville, North Carolina, at the rental specified in said original lease, payable at the times and under the conditions therein set forth; and that all of the terms, conditions and covenants set forth in the original lease shall apply to this amended lease as fully as if set forth herein.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk; and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; the day and year first above written.

Attest:

CITY OF ASHEVILLE

_____

By_____

City Clerk

Mayor

Attest:

ASHEVILLE AGRICULTURAL DEVELOPMENT COUNCIL, INC.

_____

By_____

Secretary

President

[illegible]

City Manager presented a statement to the Council showing the budget position of the City for the period ending June 30, 1952.

[illegible]

Mr. R. L. Smith, on behalf of the members of the Police and Fire Departments, appeared before the Council to request a wage increase of $26.00 per month for members of these departments.

[illegible]

Mr. Henry Fisher, on behalf of certain employees in the Street, Sanitary, Water and Maintenance Departments, Municipal Auditorium, and Firemen at the City Hall, appeared before the Council to request a wage increase of ten cents per hour for these employees.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 17, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 17, 1952, at 4:00 o'clock P. M. with Vice-Mayor Walter I. Abernethy presiding. Present: Councilmen James P. Adams, M. C. Peterson, F. M. Malvaney, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor Walter I. Abernethy.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Adams introduced a resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1952 and ending June 30, 1953, which was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 142.

City Manager Weir stated that the budget would be open for public inspection on the desk of the City Clerk for twenty days from this date.

[illegible]

Mr. J. A. Patla, attorney for Industrial Wiping Cloth Company, presented a claim for damages to property in the amount of $3,597.82.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INDUSTRIAL WIPING CLOTH COMPANY)
vs)
CITY OF ASHEVILLE) NOTICE OF CLAIM FOR DAMAGES
(

TO THE HONORABLE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ASHEVILLE:

The Industrial Wiping Cloth Company hereby files its claim and notice of claim against the City of Asheville for damages sustained, and to that end sets forth as follows:

1.

That the date on which the damages were sustained by it was on Monday, June 9, 1952, at or about 2:30 o'clock P.M.

2.

That the place of the happening of said damages was at No. 149 West Haywood Street in the City of Asheville, North Carolina.

3.

That the manner in which said damages were sustained are as follows:

The claimant occupies the said premises No. 149 West Haywood Street in the operation of its business which consists of preparing and processing various wastes and cuttings for reclamation, and sold to paper, fiber and woolen mills. That after the cleaning and processing is completed, the material is baled and ready for shipment to the various concerns purchasing the same. That at the time and date mentioned, claimant had in its place of business eighty-one (81) bales of said processed material ready for shipment. That while said bales of material were in the storeroom of its place of business, and ready for shipment, a heavy rain occurred, causing the said place of business to be flooded, and subsequently damaging and contaminating the baled material as to render the same worthless and unsalable. That prior to the 9th day of June, 1952, the curb along the north margin of said West Haywood Street prevented the water from entering claimant's place of business, notwithstanding the occurrence of heavy rains. That prior to said date, the said section of West Haywood Street was raised without raising the curb to a sufficient height to prevent water from filling the storeroom, as had existed prior thereto; that owing to the failure to have a protective curb along the said north margin of said West Haywood Street opposite the door of No. 149 West Haywood Street, as existed prior to the raising of the street, there was no protection to prevent the rain from flowing into claimant's place of business, and as a result, the claimant sustained the damages herein complained of.

4.

That the damage sustained by claimant was the result of the negligence of the City of Asheville in failing to use reasonable care and prudence in providing a sufficient curb after raising the street, and failing to provide for the carrying off of heavy rains, as might be reasonably anticipated, and in failing to take the necessary safeguard when raising said street to prevent the flow of rainwater from entering claimant's place of business and damaging the merchandise therein.

5.

That this claimant has been damaged by virtue of the negligence of the City of Asheville, as hereinafter stated, in the sum of Three Thousand Five Hundred and Ninety-seven Dollars and Eighty-Two Cents ($3,597.82) as appears by the statement hereto attached and made a part hereof.

This the 14th day of July, 1952.

Industrial Wiping Cloth Company

By Irving Ness, Pres.
President

BALES	LBS.	DESCRIPTION	PRICE	UNIT	EXTENSIONS
6	6,000	Pants Tops	.02	Lb.	120.00
9	7,200	Old Quilts	.02	"	144.00
1	1,100	Mixed Threads	.08	"	88.00
4	3,200	Clean Misprints Wipers - to be rewashed	.04	"	128.00
2	2,100	Old Overalls - papermaking	.08	"	168.00
9	8,100	Rags, colored - to be rewashed	.03	"	243.00
8	7,200	White Rags	.04	"	288.00
1	700	Hats and Furs - total loss	.03	"	21.00
4	3,200	Cotton - total loss	.03	"	96.00
5	650	No. 1 White Waste	.23	"	149.50
2	2,204	Bandoleers	.07	"	154.28
1	350	Rubbing Tow, Jute	.14	"	49.00
4	2,848	Medium Weight Colored, Washed	.03	"	85.44
9	10,800	Trimmed Blue Denim - papermaking to be rewashed	.08	"	864.00
4	1,682	Mill Washed, clean white mill ends (Yoke)	.05	"	84.10
5	4,500	Burlap	.03	"	135.00
5	4,000	Colored Rayon	.02	"	80.00
	1,000	Baling Burlap	.08	"	80.00
1	250	Beef Cloth	.35	"	87.50
	200	Colored Hosiery, loose	.04	"	8.00
1 ea		Toledo Scale - Model #31,1921FC estimated to fix			75.00
		Estimated labor of cleaning floor and handling merchandise			450.00
					3,597.82

Councilman Mulvaney moved that this claim be referred to the City Manager and Corporation Counsel for investigation, which motion was seconded by Councilman Peterson and unanimously adopted.

Captain R. L. Smith, representing the Police and Fire Departments in the matter of requested wage increase, asked for an opportunity to study the budget.

Mr. Henry Fisher, representing certain city employees, presented further petitions requesting

wage increase, and also asked an opportunity to study the budget.

Councilman Adams stated that if a wage increase were considered it would be an increase for all city employees.

Mr. Fisher stated that the employees he represents do not expect any discrimination.

Ruben J. Dailey, on behalf of negro citizens, requested that more negro patrolmen be assigned to the Police Department, and that better transportation be provided the patrolmen already employed.

There being no further business, the meeting was upon motion adjourned.

Walter I. Abernethy
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 24, 1952 - [illegible] P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 31, 1952 - [illegible] P. M.

The City Council met in regular session Thursday, July 31, 1952, at [illegible] P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, C. E. Morgan, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Dr. Lori advised the Council that she and the City Engineer had made a thorough study of the water situation, and recommended that restrictions be placed on a voluntary basis until the first of the week, when a further study will be made to see if more stringent measures are advisable.

Mr. William L. Adams, Mr. Bruton Smith, Mr. [illegible] Smith, Mr. Frank Page, and Dr. C. P. Parker appeared before the Council to protest the proposed increase in the city tax rate.

City Manager Weldon Weir gave a brief explanation of the necessity for the increase.

There being no further business, the meeting was upon motion adjourned.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

[illegible], August 7, 1952, at [illegible] o'clock P. M. with [illegible] presiding. Present: Councilmen C. E. Morgan, Graham Morrison, James P. Adams, Walter I. Abernethy, F. M. Mulvaney, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous [illegible]

[illegible]
BE CORRECTED

Councilman Adams introduced resolution amending resolution adopting the budget for the city of Asheville for the fiscal year beginning July 1, 1952 and ending June 30, 1953, which was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 142.

The Corporation Counsel was instructed to prepare ordinance setting the [illegible] at the next meeting of the Council.

[illegible]

The City Manager advised that due to recent rains the water situation is improved, but that [illegible] restrictions [illegible].

[illegible]

Margaret Simmons
CITY CLERK

Thursday, August 14, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 14, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, M. C. Peterson, Graham Morrison, Walter I. Abernethy, F. M. Mulvaney, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Adams introduced Ordinance No. 349, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1952-53", which was, upon motion of Councilman Adams, seconded by Councilman Morrison, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Morrison voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

City Manager Weir presented to the Council the ABC audit for the period ending June 30, 1952.

Mr. Henry Fisher appeared before the Council and requested that action on the budget ordinance be deferred until a further study can be made.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, August 21, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 21, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, James P. Adams, F. M. Mulvaney, Walter I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

PETITION - TRAFFIC HAZARD

Boulevard

A petition was presented to the Council by residents in the vicinity of the intersection of Patton Avenue and Johnston Boulevard requesting that a patrolman or woman traffic director be assigned to this crossing to guard school children at this crossing.

Councilman Mulvaney moved that this matter be referred to the City Manager, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

PETITION - PARKING

A petition was presented to the Council by property owners and residents of that portion of Cherry Street between Harrison Street and Cumberland Avenue requesting that parking on said street be permitted only on the northern side thereof.

The Council referred this petition to the City Manager for handling.

Mr. Henry Fisher again appeared before the Council and requested that action be deferred on the budget ordinance until a further study can be made.

Ordinance #349, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1952-53", was, upon motion of Councilman Adams, seconded by Councilman Morrison, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ASHEVILLE - BIDS

City Manager Weir advised the Council that four bids had been received on the various items necessary in the construction of a new water pipe line to West Asheville, and that work would be begun at an early date.

There was a discussion of the cost of constructing the North Fork Dam, and the question of labor used on the dam was raised by H. E. Setzer, vice president of the Building and Trades Council.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, August 28, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 28, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, Walter I. Abernethy, C. E. Morgan, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Ordinance #349, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1952-53", was, upon motion of Councilman Adams, seconded by Councilman Morrison, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy Voted "aye"
Councilman Adams voted "aye"
Councilman Morrison voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 349

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1952-53

WHEREAS, on the 17th day of July, 1952 the City Council of the City of Asheville adopted an operating budget, as amended, in the amount of $2,330,481.90 with a debt service of $911,446.00, making a total appropriations of $3,241,927.90;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated herein appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1952 and ending June 30, 1953, inclusive:

(a)	General Government	$195,738.42	
(b)	Law	7,800.00	
(c)	Finance	22,307.84	
(d)	Public Welfare	144,931.00	
(e)	Public Safety	753,462.66	
(f)	Libraries	92,312.32	
(h)	Public Works	647,194.56	
(i)	Parks and Playgrounds	116,756.78	
	Total General Operating		$1,980,503.58
(j)	Water Department Operating		349,978.32
	Total		$2,330,481.90

Debt Service

Principal and Interest

General Refunding Bonds	521,446.00	
Water Refunding Bonds	230,000.00	
New Water Bond Issue	160,000.00	
Total Debt Service		911,446.00
Total Appropriations		$3,241,927.90

Section 2. That a tax rate of $1.61 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.9248 per $100.00 valuation for operating expenses, and .6852 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1952-53, as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

I move the adoption of the foregoing ordinance, this 14 day of August, 1952.

Jas. P. Adams
COUNCILMAN

SECONDED BY: Graham Morrison
COUNCILMAN

Read, approved and adopted, this 28 day of August, 1952, to become effective 12 day of September, 1952.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

City Manager Weir presented to the Council the annual audit for the City of Asheville for the fiscal period ending June 30, 1952.

City Manager Weir reported that a woman traffic officer had been appointed to guard school children at the Patton Avenue-Johnston Boulevard crossing; and advised the Council that the employment of women for this duty has been recommended by the Parent-Teacher Association.

City Manager Weir advised the Council that parking on Cherry Street has been prohibited between Harrison Street and Cumberland Avenue in compliance with petition by residents in this area.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 4, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 4, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, Walter I. Abernethy, James P. Adams, M. C. Peterson, Graham Morrison, City Manager Weldon Weir, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution authorizing the Mayor to execute lease with General Outdoor Advertising Company, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 144.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

L E A S E

THIS LEASE, entered into this the 1st day of September, 1952 by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

W I T N E S S E T H:

That the party of the first part hereby leases to the party of the second part, for and in consideration of the sum of $15.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as Lot 106, Sheet 4, Ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purposes, this lease shall then be void.

It is further agreed between the parties hereto that for the panel signboard the lessee, party of the second part, shall pay to the party of the first part the sum of $15.00 per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

ATTEST:

City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

APPROVED AS TO FORM:

Corporation Counsel

GENERAL OUTDOOR ADVERTISING COMPANY

By

City Manager Weir advised the Council that the gross receipts from the Recreation Park for the summer were $77,263.34.

City Manager Weir advised the Council that receipts from city operated parking lots during the month of amounted to $2,551.39, and that during the same period parking meters brought in $5,914.81.

City Manager Weir presented to the Council the operating statement showing the budget position of the city for the period ending August 31st.

Mr. Edwin J. Duckner, on behalf of residents of Hendersonville Road, presented a petition asking that speeding and reckless driving be curbed on the newly widened portion of the road, and that trucks be routed over the Sweeten Creek Road to relieve traffic.

City Manager Weir advised that the Police Department would tighten down on the speeding and reckless driving, and that the petition on the matter of the truck route would be referred to the State Highway and Public Works Commission.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 11, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 11, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, C. E. Morgan, James P. Adams, F. M. Mulvaney, City Manager Weldon Weir, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced resolution authorizing Mayor to enter into lease with Dr. James Y. Griggs, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 145.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 11th day of September, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and JAMES Y. GRIGGS, M. D., of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 515 and 516, containing 922 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning September 15, 1952 and ending September 15, 1955, and that the Lessee shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $76.83 each in advance on the first day of each month for the period of this lease.

4. That the Lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any other partitions than standard partitions are to be installed or erected by the Lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the Lessor.

6. That the Lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the Lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the Lessee, his agents, patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written.

ATTEST:

City Clerk

CITY OF ASHEVILLE

By
Mayor

(SEAL)

City Manager Weir reported that it was necessary in connection with expenditures at North Fork to cash in $200,000 Treasury Savings Notes, Series A, Nos. A17725 and A17726, which had previously been invested, and it was determined that $1740 in interest would be received during the seven months said money had been invested, which will be deposited to the credit of the Waterworks Special Construction Funds.

Mr. John A. Goode, chairman of a delegation representing the Chamber of Commerce, Merchants Association, and other prominent civic leaders, appeared before the Council to urge immediate action on the completion of an arterial highway link between Beaucatcher Tunnel and the Smoky Park Highway Bridge.

Other speakers for this project included Mr. D. Hiden Ramsey, Vice-president of the Asheville Citizen-Times Company, Mr. Reuben Robertson, Board Chairman of the Champion Paper and Fibre Company, Mr. C. Fred Brown, chairman of the Finer Carolina Committee, Mr. George A. Shuford, Democratic nominee for Representative from the 12th Congressional District, Mr. Julian Stepp, president of the Asheville Chamber of Commerce, Mr. H. G. Stroup, president of the Asheville Merchants Association, Mr. Samuel J. Fisher, of the Industrial Council, Mr. Wythe M. Peyton, former postmaster and former division engineer of the State Highway Department, and Mr. Arthur M. Jones, manager of the Asheville Chamber of Commerce.

Mayor Eller thanked the delegation for presenting this matter to the Council, and said that the project had been planned for some time and that it was imperative that it be reactivated and pushed to a successful conclusion.

City Manager Weir stated that he would like to arrange an appointment with Mr. L. Dale Thrash, State Highway Commissioner, to discuss this project.

Colonel P. M. Keary, representing property owners along Sweeten Creek Road, presented a petition objecting to this road being designated a truck route, and asked that this petition be passed along to the proper authorities.

Mr. William Styles, representing Mrs. P. R. Revis, requested that Mrs. Revis be allowed to park her car on Cherry Street where no parking has been designated, due to the fact that Mrs. Revis has no driveway or garage in which to park said car.

This matter was referred to the City Manager.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 18, 1952 - 4:00 o'clock P.M.

The City Council met in regular session Thursday, September 18, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, Graham Morrison, W. I. Abernethy, C. E. Mc-Cragan, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 25, 1952 - 4:00 o'clock P.M.

The City Council met in regular session Thursday, September 25, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Graham Morrison, F. M. Mulvaney, James P. Adams, Walter I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and aproved.

A claim for damages to property was presented on behalf of Rex C. Owens in the amount of $1,0

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

CLAIM

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF ASHEVILLE:

Rex C. Owens, Manager, Owner and Operator of Kenilworth Esso Service Station, located at 453 Biltmore Avenue, at the intersection of Biltmore Avenue and Victoria Drive, wishes to file a claim against the City of Asheville, for damages, as stated herein:

That during the month of July, 1952, there was considerable amount of damage to stock and merchandise in said Filling Station resulting from rain storms that flooded said premises due to the negligence of the City of Asheville, in failing to install drain systems and culverts adequate to take care of the over flow of water on Biltmore Avenue and Victoria Drive; and that, on or about August 1, 1952 the Filling Station referred to above was completely flooded with dirt and rubbish, that came by reason of the construction of the new Victoria Road, and flooded said Filling Station to such an extent that the owner was unable to operate said

in a decent manner for a period of four days, and that the actual [illegible] amounted to the sum of Two Hundred Sixty-five and 96/100 ($265.96); [illegible] manager of said Filling Station to wash the Racks, Gas Tanks, [illegible] restore same in as good condition as it was before the map[illegible].

According to a reasonable estimation, in trying [illegible] painting and repairs, it will cost claimant approximately [illegible] files claim at this time against said City of Asheville, [illegible].

Claimant also wishes to advise that said city and its off[illegible] Dec. in July, 1952, and that they did not attempt to [illegible].

NOW, THEREFORE, it is desired by this claimant to file a clai[illegible] Carolina, as provided by law, in ample time for the sum of One Thousand [illegible].

This the 25th day of September, 1952.

Rex C. Owen, Manager, Owner and Operator of Keni[illegible]

Sworn to and subscribed before me this the 25th day of September, 1952.

Seal
Clerk Severe L. Lentz,
Attorney for Claimant.
Severe L. Lentz

The Council referred this claim to the [illegible].

[illegible] Williams introduced resolution authorizing [illegible], seconded by Councilman Mulvaney, unanimously enacted.

[illegible] copy of resolution will [illegible].

[illegible].

THIS LEASE, made and entered into this 25 day of September, 1952, by and between [illegible] minimal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, hereinafter called Lessor, and [illegible], of Buncombe County, North Carolina, party of the second part, hereinafter called Lessee;

WITNESSETH:

That the Lessor hereby leases to the Lessee for the purpose of [illegible] containing 551.5 square feet of floor space, in the [illegible] Asheville, North Carolina, and known as the Kenilworth Esso Service Station.

2. To have and to hold the said premises with the appurtenances for the term beginning October 1, 1952 and ending September 30, 1954.

3. The Lessee shall have the right to [illegible] and conditions set out herein.

4. The Lessee shall pay the Lessor rent at the rate of [illegible] payable in equal monthly installments of $21.21 each in advance on the first day of each month beginning the first day of October, 1952 and continuing for the period of the lease.

5. The Lessee shall not assign this lease or sublet the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations [illegible] of the Lessor, and shall return said premises at the [illegible] as they were at the beginning, damages by the elements, [illegible] and less expected.

7. The Lessor shall furnish to the Lessee [illegible] lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in [illegible] during the period of this lease, except in case of damage arising by occasion of the [illegible] or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained in the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 25 day of September, 1952, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. ALLEN LOCKWOOD, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 507 and 508, containing 528.65 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning October 1, 1952 and ending September 30, 1955.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $44.05 each in advance on the first day of each month beginning on the first day of October, 1952 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shallmaintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, guests, visitors, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said premises the Lessor may at its option within thirty days from such destruction decline to rebuild said premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

(SEAL)

Mr. William Styles, attorney, presented a petition signed by a number of residents on Cherry Street requesting that parking be permitted on the south side of Cherry Street.

Council referred this petition to the City Manager for investigation.

There being no further business, the meeting was upon motion adjourned.

Margaret Kinnaird
CITY CLERK

Thursday, October 2, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 2, 1952, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen M. C. Peterson, F. M. Mulvaney, James B. Adams, Graham Morrison, W. I. Abernethy, City Manager Melton Weir, Corporation Counsel R. W. Wells, and Mayor F. W. Eller.

The minutes of the previous meeting were read and approved.

City Manager Weir advised the Council that no change to the width of Cherry Street had been made in the location of said street, but that the matter was being given further study.

City Manager Weir advised the Council that the water situation had not improved, and that it may be necessary to put more stringent conservation measures into effect.

Mr. George Pritchard, attorney for Mrs. Louise K. Glenn, presented a claim for damages to property in the amount of $3,151.90.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

CLAIM

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

Comes the claimant and moves and asks for payment of damages as hereinafter set out by and through the undersigned attorney for the CITY OF ASHEVILLE.

I.

That the claimant is now the owner and has been the owner of that certain Real Estate, which is located on the corners of Spruce and Woodfin Streets, since 1950; said building commonly known as the Old Jewish Synagogue and listed as 42 North Spruce Street, Asheville, North Carolina.

II.

That the CITY OF ASHEVILLE is a Municipal Corporation organized and existing under and by virtue of the laws of the State of North Carolina.

III.

That the CITY OF ASHEVILLE in the exercise of its powers and duties as a Municipal Corporation, maintains water mains under its streets and by virtue of its authority has control over the water mains and water meters and connections with water meters in the said City of Asheville, and more expressly the municipality has control over the mains and place hereinafter set out, authority, control and supervision of the upkeep and maintenance of the water mains and water meters under the streets which confronts the Real Estate located at 42 North Spruce Street, Asheville, North Carolina.

IV.

That on or about October 1st, 1950, the Claimant, Louise K. Glenn did enter into a Lease with the Asheville Body Works. That said Lease was to cover the lower floor of that property which is situated on the corners of Woodfin and Spruce Streets in Asheville, North Carolina, and specifically numbered 42 North Spruce Street, Asheville, North Carolina. That said Lease contained the stipulation that the Asheville Body Works was to pay to the Claimant, Louise K. Glenn the sum of One Hundred and no/100 ($100.00) Dollars per month for a period of three years for the use of the lower floor of the aforementioned building. That the Asheville Body Works did move into the lower floor of the premises that is stipulated in the Lease and did occupy the said premises for a period of five months before it was forced to move from the premises on or about March 1st, 1951, due to said leakage. That the said Asheville Body Works paid the claimant, Louise K. Glenn One Hundred and no/100 ($100.00) Dollars a month for the five months that they occupied the premises but that they moved from said premises under the Lease, because of certain water leakage, which was not ascertainable and very dangerous to the type of business that the Asheville Body Works was then engaged.

V.

That for a period sometime before October 1st, 1950, there had been water leaking into the lower floor of that property located at 42 North Spruce Street, Asheville, North Carolina, and that said leakage continued uninterruptedly until on or about the first of September, 1952, at which time said leak was discovered. That the said leakage was caused by an open water main next to the property of the Claimant; said open water main being under ground and next to and adjoining the property of the Claimant.

VI.

That the CITY OF ASHEVILLE was negligent in the following ways:

(a) In that it did not take proper care or diligent control over their water mains located under the said Spruce Street, and particularly the water pipe and water meter [illegible] property adjoining that of the Claimants.

(b) In that it did not remove from the adjoining premises of the Claimant the said water pipe and water meter. That said open water pipe and water meter has been left in the ground next to [illegible] property of the claimant for over a period of [illegible] years.

(c) In that it did not observe and take notice to [illegible] conditions of the water meter [illegible] and that the [illegible] that cause was a [illegible] water leakage about [illegible].

VII

That the Claimant has suffered damages in the [illegible] Dollars because of the gross negligence of the City of Asheville, in that [illegible] materials and labor and time in trying to stop the water from coming [illegible] that the defendant was the cause through its negligence of the [illegible] that the defendant is hereby made for payment of said [illegible] Claimant.

[illegible]

The Council referred this claim to the Corporation Counsel for investigation.

Mr. James S. Howell, attorney for Mrs. Barbara Pell [illegible], presented a claim for damages for personal injuries in the amount of $3,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

I herewith present claim to you and respectfully make demand for settlement, as provided by the Charter of the City of Asheville, relating to actions and claims against the City, as is specifically set forth in Section 149 of the Charter, of the City of Asheville, described in the Code of the City of Asheville, 1945 edition.

I am presenting this claim on behalf of Mrs. Barbara Pell [illegible], 42 Stamps Avenue, Asheville, North Carolina.

The facts in connection with this claim are [illegible] October, 1952, at about 9:20 A. M., the claimant and her husband were walking down Flint Street, North, on the [illegible] side of said street, and the claimant reached a point in front of the driveway of [illegible] Company, 38 Flint Street, she stepped upon some rocks or pebbles on the sidewalk, [illegible] fell and fractured her left ankle, [illegible] that the City of Asheville was negligent in permitting [illegible] to remain on said sidewalk.

That the claimant was not familiar with [illegible] and [illegible] the [illegible] the stones or pebbles, whereby her right [illegible] and [illegible] sidewalk.

Claimant contends that the City of Asheville was negligent and careless, as well as the adjoining property owner, in not keeping said sidewalk clear, as the location on the sidewalk in front of the driveway of Fred Gray Realty Company was dark, and that claimant had no notice or warning of the [illegible] on said sidewalk, which were similar in color to the cement sidewalk, and it was impossible for the claimant, who was a stranger to the premises in question, to [illegible] that the rocks or pebbles had been permitted to accumulate in such a [illegible] of the driveway of the Fred Gray Realty Company into said sidewalk, and her injuries were without any [illegible] on her part.

That as a result of the negligence of the City of Asheville [illegible] Fred Gray Realty Company, the claimant has been [illegible] and mental anguish, has suffered excruciating pain and mental anguish, all to her great damage in the sum of Three thousand and no/100 ($3,000.00) Dollars, and demand is respectfully made for the payment of said sum by the City of Asheville, as sustained by claimant.

Respectfully submitted, this the 2nd day of October, 1952.

Approved:

James S. Howell
Attorney for Mrs. Barbara Pell [illegible]

Barbara Pell [illegible]
Claimant

The Council referred this claim to the Corporation Counsel for investigation.

Rev. C. W. Thomas, on behalf of the Asheville-Buncombe County Ministerial Association, presented a Revised Standard Version of the Bible to the Council.

Councilman Abernethy on behalf of the Council expressed appreciation for this gift.

Mr. Murray Borkon, president of the Community TV System, Inc., appeared before the Council to request that the Council consider leasing certain city-owned property on Beaucatcher Mountain for the purpose of installing a television antenna and coaxial lines into the city.

After a discussion of this matter Councilman Adams moved that the Corporation Counsel be instructed to look into the matter of safety and control of installations of this kind by ordinance, which motion was seconded by Councilman Peterson and unanimously adopted.

City Manager Weir stated that with the approval of the Council he would enter into lease negotiations and present same to the Council.

..., the meeting was upon motion adjourned.

City Clerk

Thursday, October 9, 1952 - 4:00 o'clock P. M.

... session Thursday, October 9, 1952, at 4:00 o'clock P. M. with Mayor ... Smith, J. Dorsett, C. E. Morgan, James P. Adams, F. M. Moloney, ... W. Ellis, and Mayor F. W. Eller

... were read and approved.

... from the Board of Trustees of Asheville Cemetery Company offering to ... operation and maintenance.

October 6, 1952

... ASHEVILLE:

... Gentlemen:

... with Cemetery Company, at a meeting of the Board held this morning, ... proposals for the future operation and maintenance of Riverside ... closest possible ties, both of history and sentiment, with ... peration and maintenance of the Cemetery has been the responsibility ... Company, a non-profit corporation which exists solely for the purpose of administering ... Cemetery.

... Trust Company in the last century, it was apparently felt that the ... would continue to provide adequate maintenance for their ... plots. ... been in existence for a great many years before the need of a ... was realized. When this need had become apparent, a Perpetual ... was established. The proceeds from the sales of lots was set aside in a trust fund, the ... to provide for the maintenance of the Cemetery. This fund has been administered for many ... by the Asheville Bank and Trust Company, and the income is currently available ... Cemetery. However, even with this income, it has been impossible to provide Riverside ... which we have.

... past, the present Board of Trustees of the Cemetery Company has struggled with ... problem. After giving mature consideration to all possible ... we have come to the conclusion that the only satisfactory long term solution will lie in transferring Riverside ... in the same manner in which the City maintains its existing ... We desire Riverside will at all times in the future be ... a source of pride and satisfaction to the citizens of Asheville.

... Board of Trustees of the Asheville Cemetery Company, which is presently composed of Mr. ..., Mr. ..., Mr. ..., Mr. V. Jordan Brown, Mr. W. P. Shuford and Mr. Frank M. Parker, ... authorized to make a formal offer to transfer to the City all of the ... Riverside Cemetery and which is presently devoted to cemetery ... except to transfer to the City the cemetery truck, power mowers, ... on hand.

... this transfer, we would also take such legal steps as may be ... to provide that the income accruing from the Perpetual Care Fund. Since this ... that the principal should at all times remain with the ... to trustee, and that only the income should be currently used ... Cemetery.

... property which is presently enclosed within the confines of the fence ... Cemetery on Hopkins, the Asheville Cemetery Company owns the tract ... of the City will accept responsibility for the maintenance of ..., no longer be of any value to the Asheville Cemetery Company. ... to the City, to be used by the City as a public park or for any ... think it wise or desirable that this land outside of the fence ... therefore, we would suggest that its use for any such purpose be ..., the City Council should feel that it would be better for the City ... of the fence, then the Asheville Cemetery Company would expect to ... adjoining land owners or any other interested buyers, and to add the ... In the event of any such sales to individuals, we ... regulating the use of the property for cemetery purposes. ... the decision of the City Council as to whether or not this out- ... If the City does accept transfer of Riverside Cemetery, the City ... complete freedom as to all policies and details of administration and maintenance, ... those persons presently holding plots in the Cemetery would ... for burial purposes and that the City would from time to time sell the burial ... within Riverside Cemetery.

... Board of Directors of Asheville Cemetery Company that the City ... Cemetery, so that this beautiful memorial plot will receive ... its great significance to the history and people of this community. ... Directors of the Cemetery Company will give every cooperation in ... to the wishes of the City authorities.

Very truly yours,

BOARD OF TRUSTEES OF ASHEVILLE CEMETERY COMPANY

By Frank M. Parker, Trustee

FMP:s

... upon motion of Councilman ... the City Manager ... Council, which motion was ...

A petition was presented by the owners of Lots 6', ..., 6', 10', ..., ... that this property be re-zoned from A-... to ...

Councilman ... thereupon moved that this petition be referred to the Bureau of ... for ... recommendation, which motion was seconded by Councilman ... and unanimously carried.

A petition was presented by property owners and residents ... requesting ... water service ... drainage ditch now ... Overlook Swamp, ... and ... to the 600 block of ... last ... Avenue.

This petition was referred to the City Manager for ... investigation.

... City Manager ... stated that ... requesting ... be ... permissions that a satisfactory water ... been received ... the Water Dept., ... the ... Council ... no further action until next week. However, Mr. ... stated ... that ... restrictions would be placed in force at any time by ... other ...

... presented ... Council ... that ... for ... City for ... September 1, 1952.

... presented to the Council ... in the County of ...

...,
...,

...,
Plaintiff

vs.

...,
Defendant

SUMMONS

TO THE SHERIFF OF THE CITY OF ASHEVILLE:

Presented herewith is a claim against the City of Asheville for the sum of Six Hundred ($600.00) Dollars.

This claim arises by reason of ... which ... on the 21st day of September, 1952, ... was being maintained by City of Asheville, N. C., ... and ... Church, in the ... Asheville, ... Carolina, which ... was operated by the unincorporated ... Asheville, North Carolina, which ... was operating ... business known as ... and ... that by reason of the conversion of her stock ... consisting of books, magazines and similar items, some of which were ... and ... that in addition thereto, ... damages to said personalty, ... the ... and building ... plaintiff was carrying on her said business ... and ... punitive, exemplary, extensive ... and ... damages ... for ... and ... sum.

This the 29 day of September, 1952.

Respectfully submitted,

... Attorney

STATE OF NORTH CAROLINA,
BUNCOMBE COUNTY.

ANN McKINNEY, being duly sworn, says:

That she is the plaintiff in the above entitled cause; that she has read or heard read the foregoing Claim, and knows the contents thereof; that the same is true, of her own knowledge, except as to the matters and things therein stated on information and belief and as to those matters she verily believes it to be true.

Sallie Kate Davidson

SUBSCRIBED and sworn to before me this the 29 day of September, 1952.

Sallie Kate Davidson
Notary Public
My commission expires:
9/9/54

(Seal)

The Council referred this claim to the Corporation Counsel for investigation.

...the Council setting out the need for additional ... policemen.

...City Manager.

...recommending that Engineering ..., and parking be eliminated on the ... Street.

...the City Manager.

...motion adjourned.

Margaret Simmons
City Clerk

...Thursday, October 16, 1952 - 4:00 o'clock P. M.

...Thursday, October 16, 1952, at 4:00 o'clock P. M. with ... Harrison Morrison, F. M. Mulvaney, W. I. Abernethy, M. C. ..., Acting City Attorney R. W. Wells, and Mayor E. W. Eller.

...approved.

...Council that there was no violation of the zoning ordinance in ... Patterson Avenue, and that the matter of said operation ... Department.

City Manager Weir reported that it was found necessary to impose restrictions on the use of water in accordance with Dr. Lamb's recommendation on Monday of this week.

...Council, held for the purpose of hearing ... Auditorium Management and the historical ... received many diverse criticisms to the ... opinion that the city could undertake this operation on a ... that Thursday of next week be set for a hearing on this matter, ... Abernethy withdrew his motion and Mr. Mulvaney withdrew ... that the matter be retained for formal action at ...

...the meeting was upon motion adjourned.

Margaret Simmons
City Clerk

Thursday, October 23, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 23, 1952, at 4:00 P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, James P. Adams, Walter I. Abernethy, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A claim was presented to the Council on behalf of Alma Nicholson Safford for personal injuries in the amount of $20,000.

Tryon, North Carolina
October 20, 1952

To:
Clarence E. Morgan
Earl W. Eller
Frank Mulvaney
James P. Adams

Walter I. Abernathy
Graham Morrison and
M. C. Peterson,
Members of the City Council of
the City of Asheville, North Carolina

Gentlemen:

This is to advise you that on the 24th day of July, 1952 at about the hour of 10:45 A. M., I was seriously and permanently injured by reason of the negligence of the City of Asheville in the way and manner it had constructed and maintained certain steps in its City Auditorium located on Haywood Street in said City of Asheville.

On the above date the City of Asheville was conducting, or permitting to be conducted in said Auditorium, what was designated as a Craftsman's Fair, the public being invited to attend the exhibition then being displayed.

By reason of the defective condition of the steps on the left center aisle, and by reason of insufficient lights to enable one to see where to step, I was caused to fall, striking the floor, and receiving serious and permanent injuries. Among the injuries received by me by reason of said fall were: severe fracture of the nose, strain of neck, loss of two front teeth and injury to mouth; severe contusion to left knee, severe sprained right wrist, severe injury to right lumber-iliac section producing herniation, resulting in prolonged nervous shock, extreme pain and mental anguish.

That by reason of the aforesaid injuries the undersigned has sustained damages in the amount of $20,000 and files this her claim with the City of Asheville, asking that the same be audited, approved and paid. This is to give the City Council of the City of Asheville, notice of my claim pursuant to sections 149 and 150 of the Town Charter as contained in the City Code of the City of Asheville, 1945 Edition.

This October 20, 1952.

Received October 21, 1952

S/ Alma Nicholson Safford
Alma Nicholson Safford

S/ Margaret Simmons
City Clerk

The Council referred this claim to the Corporation Counsel for investigation.

...PERTY ...
...ALE

City Manager Weir reported to the Council an offer for certain city-owned property on Roberts Street west of old West Asheville Bridge in the amount of $385.00, representing the assessed valuation of the property, and recommended that the property be advertised for public sale according to law.

Councilman Adams moved that this property be so advertised, which motion was seconded by Councilman Mulvaney and unanimously adopted.

In regard to recent petition requesting additional police protection for negro sections, City Manager Weir advised that after conference with Police Chief Waddell and Director of Public Safety Dermid arrangements have been worked out whereby the negro policemen on the afternoon shift will be placed in cruisers in order to patrol the entire negro sections of the city, which arrangement meets with the approval of the attorney for the petitioners.

City Manager Weir advised the Council that the stored water supply has reached the point where further water restrictions will have to be considered, and that he would like to arrange an early conference with City Health authorities, County and State Health Authorities, and City and County officials to try to arrive at the best solution of rationing the daily supply of water, which plan would become operative on a set date in order that everyone affected might have sufficient notice.

...ASHEVILLE CEMETERY ...
...ADOPTED BY CITY

The proposal of Asheville Cemetery Company for the future operation and maintenance of Riverside Cemetery was again read to the Council prior to a discussion on this subject.

City Manager Weir advised the Council that he had given this matter considerable thought, and recommended to the Council that the proposal be accepted, with the matter to be given further study between now and July 1st with some maintenance going on in the meantime so that it can be considered in July for appropriation purposes to carry out a plan of landscaping and improvement over a period of three to five years or longer if necessary; that full development be made of the property within the fenced enclosure; and that he was of the opinion the overhead would not be too great. In order to formally consider the proposal Mr. Weir suggested that it be done in two resolutions, one accepting the cemetery property within the enclosure, and another accepting property outside of enclosed area same to be held by the city for park purposes or other purposes which might appear to be to the best interests of the city.

Mr. Harry Martin, speaking for the Allied Memorial Council of Buncombe County, presented a petition urging the Council to give serious study to the proposal before taking official action. Mr. George Pennell, Treasurer and Superintendent of Green Hills Cemetery Association, Inc., also urged that the matter be given further consideration.

Mr. Henry C. Fisher spoke in opposition to the proposal.

Speakers favoring the acceptance of the proposal included Dr. Russell Norburn; Mr. Edward E. Dunn, President of Brownell-Dunn and Lovin Funeral Home; Mr. J. Robert Groce, Treasurer of Dunn & Groce Funeral Home; Mr. William T. Morris, President of Morris-Lineberry-Black Funeral Home; Mrs. T. Allen Luther; and the Reverend C. Grier Davis.

Mayor Eller stated that if the proposal was accepted the City would like to have the advice of experienced cemeterians concerning the operation, and Councilman Adams stated that acceptance by the city would not lessen the responsibility of citizens involved in keeping up their property.

Councilman Abernethy moved that the Council go on record as authorizing the City Manager to assemble all information necessary for the Council to act on, and go on record as favoring the acceptance of the proposal set out in the letter from the Asheville Cemetery Company, which motion was seconded by Councilman Mulvaney, and unanimously adopted.

A petition was presented requesting the rezoning of Lots 2, 3, 3½, 4, 5, 6, 6½, 12, 12¼, 12-3/4, Sheet 3, Ward 1, and Lots 12, 74, 75, 76, 76¼, 77, 77¼, 77½ and 78, Sheet 17, Ward 2 from RA-5 residential to Business or Commercial District.

The Council referred this petition to the Planning and Zoning Commission for report and recommendation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 31, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 31, 1952 with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, J. P. Adams, M. C. Peterson, W. I. Abernethy, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was read from the Planning and Zoning Commission recommending that no action be taken on the request that certain property on Kenilworth Road be rezoned from RA5 Residential District to RA6 Residential District.

October 24, 1952

Honorable Mayor and City Council
c/ Mr. J. Weldon Weir, City Manager
Asheville, North Carolina

Gentlemen:

Pursuant to your instructions the Planning and Zoning Commission reviewed the petition of Mr. George A. Digges and wife and Mr. Alex P. Digges and wife requesting that the property belonging to them situate along Kenilworth Road, being Lots 6½, 6½ and 16 through 21, Sheet 8, Ward 8, of the City Tax Maps be re-zoned from RA5 Residential District to RA6 Residential District.

At the meeting of the Planning and Zoning Commission held on October 17th, 1952, a resolution was unanimously passed that no action be taken on this petition inasmuch as the area covered by the above designated lots is already zoned RA6 Residential District.

For your information, all of what is known as the Kenilworth Development is likewise in RA6 Residential District and there did not appear to the Board any reason why the property described in the petition should be more restricted than that in the rest of Kenilworth.

Respectfully yours,

Anthony Redmond
Secretary, Asheville Planning
and Zoning Commission

AR:MM

Councilman Abernethy moved that this recommendation be accepted, which motion was seconded by Councilman Peterson, and unanimously adopted.

City Manager Weir reported to the Council that City, County and State health authorities, together with City and County officials and business men, met in conference on Tuesday to discuss the water situation, and arrived at certain procedure to follow. In the meantime the American Enka Corporation offered the City a million and a half gallons daily from its source of supply, which source has been approved by the Health authorities. Investigation is also being made of the possibilities of Laurel Branch on the North Fork Watershed.

City Manager Weir presented the quarterly audit of the ABC Board for the period ending September 30, 1952.

The City Council urged that, due to the present water shortage and fire hazard, the Hallowe'en celebration be kept at a safe level, and requested the cooperation of the press and radio in publicizing the seriousness of the situation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 6, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 6, 1952 with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

The Council expressed its appreciation to the public for the manner in which the Hallowe'en celebration was conducted and cooperation in restricting the use of water.

Councilman Adams introduced a resolution authorizing the Mayor to execute agreement for water with American Enka Corporation, which was, upon motion of Councilman Adams, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 147.

UNDERTAKING OF INDEMNITY AND PAYMENT

WHEREAS, the municipal water system of the City of Asheville is faced with one of the most serious water shortages in recent years due to continued lack of rain; and

WHEREAS, American Enka Corporation (hereinafter called "Enka") has offered, as a public service, to make available to the City of Asheville surplus water at cost from its private water system.

NOW, THEREFORE, in consideration of the provision by Enka of surplus water to the City's water mains, the City of Asheville hereby agrees:

1. To indemnify and hold Enka harmless from any liability, all claims of whatsoever nature, and any expenses in connection therewith that Enka may incur as a result of or in connection with or arising out of the provision by it of such surplus water to the City's water mains.

2. To pay Enka the cost to it of collecting, treating, and delivering such water to the City's mains, including without limitation the cost of chemicals used in its purification, the allocated pumping and filtration costs, and the cost of the operation of any pump used by Enka to obtain appropriate pressure for the transfer of the water to the City's water mains.

IN WITNESS WHEREOF the City of Asheville has caused this undertaking to be duly executed this 6th day of November, 1952.

CITY OF ASHEVILLE

Attest:

BY: E. W. Eller
Mayor

By: Margaret Simmons
City Clerk

City Manager Weir presented to the Council the operating statement showing the budget position of the City of Asheville for the period ending October 31, 1952.

Mr. Charles Tennent, speaking for the Rotary Club, suggested to the Council that the land outside of the fence line of Riverside Cemetery be devoted to neighborhood park areas, and that such neighborhood park areas also be developed in other sections of the city.

City Manager Weir stated that this request would be taken into consideration when he reports to the Council on the cemetery.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 13, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 13, 1952 with Mayor E. W. Eller presiding. Present: Councilmen Graham Morrison, F. M. Mulvaney, James P. Adams, C. E. Morgan, W. I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Asheville-Biltmore College invited the Council to attend the dedication services of the Memorial Science Building on November 20th at 10 o'clock A. M.

Councilman Mulvaney introduced a resolution appointing member of the City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 148.

City Manager Weir reported that Enka water started flowing into the Asheville system on November 8th at the rate of one million gallons per day; that rain has reduced the fire hazard, and that the water situation as a whole is somewhat improved.

City Manager Weir reported that F. Tate Andrews had made an offer to lease 380 feet of property on Riverside Drive for the sale of used auto parts.

Councilman Adams moved that a resolution be drawn authorizing the leasing of this property, which motion was seconded by Councilman Abernethy and unanimously adopted.

Mr. J. Y. Jordan, attorney for Community TV Systems, Inc., presented an application requesting a permit or license from the City of Asheville to use those certain streets, ways and alleys within the corporate limits, which are now used or may be used in the future by the Southern Bell Telephone and Telegraph Company and the Carolina Power and Light Company, in connection with their use of the same as public utilities or for public use and services for the purpose of providing the people of the City of Asheville with Community television service.

After a discussion Councilman Morgan moved that the matter be referred to the City Manager and Corporation Counsel for study and preparation of proper ordinance or resolution, which motion was seconded by Councilman Adams, and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 20, 1952 - 4:00 o'clock P.M.

The City Council met in regular session Thursday, November 20, 1952, with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, James P. Adams, M. C. Peterson, Graham Morrison, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Adams introduced a resolution authorizing Mayor to enter into lease with F. Tate Andrews, d/b/a Tate's Used Auto Parts for certain property on Riverside Drive, which was, upon motion of Councilman Adams, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 149.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 20 day of November, 1952, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called Lessor, and F. TATE ANDREWS, D/B/A TATE'S USED AUTO PARTS, party of the second part, hereinafter called LESSEE;

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor, the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of Riverside Drive, which said stake is located by measuring from an iron pin in the western margin of said Riverside Drive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in plat book 8 page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County Tax Maps, South 20 deg. East 424 feet with the western margin of said Riverside Drive to a stake; thence South 15 deg. 50' East 551 feet with the western margin of said Riverside Drive to a stake; thence South 23 deg. 18' East 150.0 feet to an iron pin, the beginning stake; thence runs from said beginning stake with the western margin of Riverside Drive South 23 deg. 18' East 206.1 feet to an iron pin; thence runs South 31 deg. 48' East 175 feet to an iron pin; thence runs South 66 deg. 42' West 490 feet, more or less, to a stake in the eastern bank of the French Broad River; thence in a northerly direction with the eastern bank of said French Broad River 383.1 feet, more or less, to a stake; thence runs North 66 deg. 42' East 435 feet, more or less, to an iron pin, the place of BEGINNING. Being a part of Tract 2 as described in a deed dated October 31, 1924 from the French Broad Power Company to the City of Asheville, and being a part of the property described in a deed dated April 30, 1898 from A. C. Durham to City of Asheville, both recorded in the office of the Register of Deeds for Buncombe County, North Carolina in deed book 295 at page 258 and deed book 105 page 388, respectively, and being also a part of lots 5 and 6, Sheets 10 and 11, Ward 3, Buncombe County Tax Maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of five years, commencing on the 1st day of December, 1952, and ending on the 30th day of November, 1957.

2.

The lessee shall pay the annual rental of $1,021.44, payable in equal monthly installments of $85.12 on or before the 1st day of each and every month in advance.

3.

This lease is subject to the right of the State Highway Commission of the State of North Carolina to remove any existing concrete slabs and rock gravel on the premises, as permission has been heretofore given said Highway Commission by said Lessor.

4.

This lease shall not be assigned or the leased premises sublet without the written consent of the lessor.

5.

That the lessee upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

6.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

7.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

8.

The lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner that any unsightly objects or material on said premises are concealed from public view.

9.

Party of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

10.

Upon agreement of the lessor and lessee a renewal or extension of this lease may be negotiated.

11.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor without any other notice or demand may terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal, this the day and year first above written.

Attest:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By _____
Mayor

TATE'S USED AUTO PARTS

By _____
Owner

City Manager reported a substantial rainfall on the watershed, and that with consent of Health Officer water restrictions have been lifted as to domestic and commercial users. However, Enka water is still in service pending further developments.

City Manager Weir reported that a group of citizens known as Western North Carolina TV Sales and Service Association and William C. Cocke, attorney, had had a conference with him, and requested a hearing on the request of Community TV Systems, Inc. for permit to provide the people with Community television service.

Mr. William Cocke, spokesman for Western North Carolina TV Sales and Service Association, appeared before the Council and stated that his group opposed the granting of such permit, and requested additional time in which to submit to City Manager Weir and the Council a full report on the objections raised by this organization.

Mr. J. Y. Jordan, Jr., also appeared before the Council on behalf of Community TV Systems, Inc., and again urged that permit be granted. Upon the request of City Manager Weir Mr. Jordan agreed to furnish copy of contract with Carolina Power and Light Company and Southern Bell Telephone and Telegraph Company permitting this company to use their utility poles to string cables from the receiving antenna to homes of customers.

The Council postponed any decision on this matter until its meeting on December 4, 1952.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 27, 1952 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the Council was held on the above date.

MAYOR

CITY CLERK

Thursday, December 4, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 4, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, Graham Morrison, C. E. Morgan, Walter Abernethy,

...Mr, Attorney Counsel R. W. Wells, and Mayor E. W. ...

...were read and approved.

...the Planning and Zoning Commission recommending that no ac... presently zoned RA6 area at the corners of College, Woodfin and Hollywood Streets be changed to Business or Commercial Zones.

November 23, 1952

This is to advise that at a meeting of the Asheville Planning and Zoning Commission held on November 21, 1952, at which meeting all members of the Commission were present, the following recommendation was unanimously passed:

That no action be taken on the petition requesting the presently zoned RA6 area ... Woodfin and Hollywood Streets be changed to Business or Commercial Zones.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond,
Secretary, City of Asheville
Planning and Zoning Commission

...moved that the recommendation of the Planning and Zoning Commission be ac... seconded by Councilman Abernethy and unanimously adopted.

...presentation of claim of Mrs. Gertrude M. Thomas by her attorney Geo. M. Pritchard for damages for personal injuries in the amount of $25,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

CLAIM FOR DAMAGES

...:

You are hereby notified that on November 10, 1952, the undersigned, Mrs. Gertrude M. Thomas, was seriously and permanently injured by reason of a number of holes negligently permitted to be and remain in a side walk in the City of Asheville, for a long period of time at a point located in a side walk on the western side of Haywood Street in front of the John Carroll Shop. The claimant was caused to fall and suffer said injury due to the existence of said holes in the surface of said sidewalk in that the heel of claimant's shoe, while claimant was walking along said side walk, was caught in one of said holes in said side walk, causing claimant to trip and fall completely breaking her right hip bone. That as a result of said fall claimant has been seriously and permanently injured, has been confined to a hospital for twenty-one days and hereafter will be so confined for a considerable time, and has incurred great hospital and medical expense and suffered untold physical pain and mental anguish, all to her damage in the amount of Twenty-five thousand ($25,000.00) Dollars, for which amount she hereby files her claim.

This December 2, 1952.

S/ Gertrude M. Thomas
Claimant

S/ Geo. M. Pritchard
Geo. M. Pritchard
Attorney for Claimant

...claim to the City Manager and Corporation Counsel for investigation.

...presented to the Council the audit report for the City for the period ending ...

...presented to the Council the operating statement showing the budget position ... November 30, 1952.

City Manager Weir presented a resolution accepting offer of Asheville Cemetery Company to donate and convey certain real property adjoining Riverside Cemetery to the City of Asheville, which was, upon motion of Councilman ..., seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 150.

City Manager Weir recommended that this property be developed for park purposes.

City Manager Weir presented a resolution accepting offer of Asheville Cemetery Company to convey Riverside Cemetery property to the City of Asheville, and designating said cemetery as a municipal cemetery, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 151.

Upon the request of Community TV Systems, Inc. for permit to provide the people of the City with Community television service City Manager Weir stated that a copy of the objections of Western North Carolina TV Sales and Service Association as prepared by William Cocke, attorney, had been furnished each member of the Council previous to this meeting, together with a copy of a letter received by his office from the North Carolina Utilities Commission.

Mr. William Cocke also spoke in opposition to this request, and other speakers in opposition included Mr. Cecil Hoskins, Manager of Radio Station WWNC, Mr. Harold Toms, president of Station WISE, Mr. Harold Rea, President of the Western North Carolina TV Sales and Service Association, Mr. Charles Britt, president of Station WAS, Mr. Frank Parker, Mr. Reynolds representing radio and tv repairmen, Mr. Fred Pearlman representing radio and tv retailers, and Mr. Garner representing radio and tv wholesalers. Petitions were also presented signed by approximately 1500 citizens.

Mr. J. Y. Jordan, Jr. spoke in behalf of Community TV Systems, Inc., and also speaking in favor of the request were Mr. Nick Davis, Mr. Northen, and Mr. Herschel Harkins, and petitions were presented in favor of this request.

Following this discussion a proposed ordinance granting Community TV Systems, Inc. the right, privilege, permission and license to conduct a television antennae signal or signals distribution system was read in full.

Mr. Jordan stated that his company was not interested in a franchise because an election would be too costly and a franchise would give an exclusive right to his company.

...

Councilman Peterson moved that a proposed ordinance be voted upon at this time, which motion was seconded by Councilman Morgan, whereupon ORDINANCE #350, being "AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM", was passed on its first reading with the following vote:

Councilman Abernethy voted "no"
Councilman Mulvaney voted "no"
Councilman Peterson voted "yes"
Councilman Morrison voted "no"
Councilman Adams voted "yes"
Councilman Morgan voted "yes"
Mayor Eller voted "yes"

...

Mr. S. J. Pegram, attorney, presented a petition signed by property owners requesting that the following property be rezoned to business and commercial districts:

BEGINNING at the intersection of Poplar Street and College Street and extending a business line 150 feet on the south side of Poplar Street to the Tunnel, establishing a business area on Oak Street from the intersection of Oak, Poplar and College on the west side to Vance Street and College Street, continuing this course to Woodfin Street, establishing a business area from the intersection of Woodfin Street on the north side of Woodfin Street, 150 feet in depth and continuing up Woodfin Street where Woodfin and College Streets intersect, continuing up College Street in an easterly direction from the intersection of College Street with Woodfin Street west of the Tunnel a distance of 150 feet so that the property line as a business area will extend at least 150 feet North at the west side of the tunnel and 150 feet on the south side of the tunnel, including this whole area as business property.

The Council referred this petition to the Planning and Zoning Commission for report and recommendation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 11, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 11, 1952, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, Graham Morrison, M. C. Peterson, W. M. Mulvaney, James P. Adams, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

...AND LICENSE T... A TELEVISION A... S...

Mr. William Cocke and Mr. Frank Parker, attorneys for Western North Carolina TV Sales and Service

...request of Community TV Systems, Inc. for permit to provide the ...

..., 335, American Legion, presented a resolution of this ... ..., and several other citizens were heard.

..., ... behalf of Community TV Systems, Inc. and urged that the permit ... ... were Mr. Nat Cennett, Jr., Mr. John Goode, Mr. R. M. ...

Following the discussion, Ordinance #350, being AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM, was, upon motion of Councilman Peterson, seconded by Councilman Morgan, passed on its second reading with the following vote, each Councilman explaining the reasons for the nature of his vote:

Councilman Abernethy voted "no"
Councilman ... voted "no"
Councilman Peterson voted "yes"
Councilman Morrison voted "yes"
Councilman Adams voted "yes"
Councilman Morgan voted "yes"
Mayor Eller voted "yes"

Mr. J. Y. Jordan, Jr. offered the services of Community TV's chief engineer to explain the tech...

Mr. Edwin S. Hartshorn, attorney for Memorial Mission Hospital of Western North Carolina, Inc., presented a petition requesting the rezoning of certain property in the Woodfin Street area to business dis... property being described as follows:

...beginning by measuring in a northern direction 250 feet at a right angle to ...in Street from the point of intersection of the Northern margin of Woodfin Street ...tern entrance of the Beaucatcher Tunnel, and running thence in a Westerly direction a line which ... feet distant from the Northern margin of Woodfin Street, to the Eastern margin of Char... Street; thence a straight line to the nearest corner of the business district shown on the Asheville, North Carolina Zoning Map as District 5; thence following and with the Eastern line of said District 5 to a point 250 feet South of the Southern margin of Woodfin Street; thence in an Easterly direction, a line which at all points is 250 feet distant from the Southern margin of Woodfin Street to a point to the South of Woodfin Street 250 feet measured at a right angle to the Southern margin of Woodfin Street from the intersection of ...fin Street with the Western entrance to the Beaucatcher Tunnel; thence a straight line to the BEGINNING.

Councilman Abernethy moved that this petition be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Adams and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

Ed Eller
MAYOR

Margaret ...
CITY CLERK

Thursday, December 18, 1952 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 18, 1952, at 4:00 o'clock P. M. wi... Mayor E. W. Eller presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, M. C. Peterson, F. ... ...liam Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and ...

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending that cert... property in the Woodfin, College Street area be re-zoned from RA-6 and RA-5 Residential Area to Neighborhood ...

...to your instructions the Planning and Zoning Commission of the City of Asheville met on Fri... ...th, 1952, in the City Council Chamber, whereat all members of the Planning and Zoning Commiss... ...the purpose of considering a petition signed by Mrs. Nicholas Beadles, S. J. Pegram and oth... ...in of the Property Committee of the Memorial-Mission Hospital of Western N... ...of property abutting Woodfin Street from residential area to ...

...arguments for the proponents of this re-zoning and likewise read ... ...sent to the Commission by property owners in the area. ...

After ... factors involved in this question, the Commission, believing that ... ...the promotion of the health, safety and general welfare of the City of Asheville, recommends to the ...Mayor and Members of the City Council that the following described area be re-zoned from RA-6 and RA-5 Residential Area to Neighborhood Trading Area: That area of the City of Asheville generally abutting on ...in Street and College Street, bounded on the East by the fact of Beaucatcher Tunnel, on the South by the ...line of the present Commercial Zone which abuts Poplar Street, on the West by the Eastern boundary of the Neighborhood Trad... line of the present Business District which abuts Oak Street and the Eastern boundary of the Neighborhood Trading Area which abuts Charlotte Street, and on the North by the rear lot line of lots of record abutting on the Nor... ...margin of Woodfin Street or a line 250 feet North of the front property line of lots abutting on the ...

...right to ask for further rezoning of the Lutta Nursing Home property ... ...could be sold for hotel purposes.

Councilman Morgan moved that the recommendation of the Planning and Zoning Commission be accepted, that ...ordinance complying with said recommendations be placed before the City Council, and that a notice and publica... ...of public hearing be held on same, which motion was seconded by Councilman Malvaney and unanimously adopted.

A communication was received from The Junior Woman's Civic Club recommending to the Asheville Merchants ...ation and City Council that the Santa Claus parade in the future be held after the Thanksgiving ...days.

Councilman Morgan moved that ... be accepted as information, which motion was seconded by Councilman Adams and unanimously adopted.

Councilman Adams introduced an amendment to Ordinance #350, being ORDINANCE NO. 351, "AN ORDINANCE AMENDING ORDINANCE NO. 350, being 'AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM'", which ordinance was read in full.

Councilman Adams moved that the Council dispense with the requirement that this ordinance be read on three separate days, which motion was seconded by Councilman Peterson, and unanimously adopted.

Whereupon, Ordinance #351, being "AN ORDINANCE AMENDING ORDINANCE NO. 350, BEING 'AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM'", was, upon motion of Councilman Adams, seconded by Councilman Peterson, passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Morrison voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Whereupon, Ordinance #351, being "AN ORDINANCE AMENDING ORDINANCE NO. 350, BEING 'AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM'", was, upon motion of Councilman Adams, seconded by Councilman Peterson, passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Morrison voted "aye"
Councilman Adams voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Whereupon, Ordinance #351, being "AN ORDINANCE AMENDING ORDINANCE NO. 350, BEING 'AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM'", was, upon motion of Councilman Adams, seconded by Councilman Peterson, passed on its third and final reading with the following vote:

Councilman Abernethy voted "yes"
Councilman Mulvaney voted "yes"
Councilman Peterson voted "yes"
Councilman Morrison voted "yes"
Councilman Adams voted "yes"
Councilman Morgan voted "yes"
Mayor Eller voted "yes"

ORDINANCE NO. 351

AN ORDINANCE AMENDING ORDINANCE NO. 350, BEING "AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Ordinance No. 350, being "AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM", be and is hereby amended as follows:

(a) That Section 14 thereof be and is hereby repealed and stricken out and a new Section 14 inserted as follows:

Section 14. The Grantee of this license shall file a bond running to the City of Asheville, a municipal corporation, and to all persons contracting with said Grantee for television antennae service, with at least two (2) good and sufficient sureties to be approved by the City Council of the City of Asheville, in a penal sum of Twenty-five Thousand and 0/100 ($25,000.00) conditioned that Grantee shall well and truly observe, fulfill and faithfully perform each and every term and condition of this license, and the service agreements referred to in this ordinance. Said bond shall be filed with the City Clerk of the City of Asheville within five (5) days after the effective date of this ordinance and in case said bond shall not be so filed, the license herein granted shall be forfeited.

(b) That a new section 15 be and is hereby added to said Ordinance 350 to read as follows:

...television signals to its subscribers in said ... over the same channel signal number as indicated ... television signal being received by wire may be ... signal were received through the air. And in event ... of this license.

... shall become effective fifteen days from date of ... passage.

... Council, Asheville, North Carolina, this 11th day of December, 1952.

James P. Adams
COUNCILMAN

ATTEST BY: M. C. Peterson
CLERK

... December, 1952, to become effective 2 day of January, 1953.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

... Western North Carolina TV Sales and Service Association, again spoke ... Community TV Systems, Inc. for permit to provide the people with Community TV ...

... this proposal were Mr. Harold Toms, president of Radio Station WWNC; Mr. Charles Britt, president of Radio Station WLOS; Mr. Harold ..., Western North Carolina TV Sales and Service Association; and Mr. Wickes Wamboldt.

... Jr., attorney for Community TV Systems, Inc., spoke in behalf of this proposal ... Peterson.

... Ordinance #350, being "AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. ... LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION ... Peterson, seconded by Councilman Morgan, defeated on its third and final ... the following vote:

Councilman Morrison voted "no" — Councilman Morrison voted "no"
Councilman Penland voted "no" — Councilman Adams voted "no"
Councilman Peterson voted "yes" — Councilman Morgan voted "no"
Mayor Eller voted "yes"

ORDINANCE NO. 350

AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC. THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION ANTENNAE SIGNAL OR SIGNALS DISTRIBUTION SYSTEM IN THE CITY OF ASHEVILLE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the right, privilege, permission and license, subject to each and all of the conditions and reservations in this ordinance contained and the same is hereby granted to COMMUNITY TV SYSTEMS, INC., a Delaware corporation, hereinafter referred to as Grantee, to ... television signals distribution system within the City of Asheville, and to use ... poles, telephone, telegraph, electric light, or power utility poles as are now erected ... the public streets, public squares, public alleys, public sidewalks, and ... City of Asheville, and to attach, place, string, maintain and operate thereon aerial ... and apparatus for the purpose of receiving, amplifying and distributing ... to subscribers in the City of Asheville. This license may be terminated by the City of Asheville ... written notice to Grantee, and Grantee shall remove its equipment from said ... within said thirty (30) days, for reasonable cause.

... that no towers or poles shall be erected upon said public streets by Grantee without the express consent of the City of Asheville, which consent shall be evidenced by written permit ... City of Asheville.

Section 2. The Grantee shall pay to the City, during the life of said license and at the times hereinafter ... payable quarterly, equal to two per cent (2%) of the gross annual receipts of Grantee arising from the sale of antennae service to customers within the corporate limits of the City of Asheville, ... provided however, that only regular periodical service charges, not including any state or federal taxes levied upon such service, shall be considered in computing said sum and that credit installation charges, disconnection charges, and charges made for inspection, repair, replacement or modification ... shall not be considered in computing said sum.

... shall, within thirty days after the first day of January, April, July and October of each year during which this license is in force, file with the Director of Finance of the City of Asheville a verified statement setting in appropriate detail the total gross receipts of Grantee for the three months ending on the last day of the month next preceding such statement derived from the sale of antennae service to customers within the corporate limits of said city, and said Grantee shall pay to the City of Asheville at the same time said statement is filed the specified sum for the three months period covered by such statement. Any neglect, refusal or omission by Grantee to file such statement or to pay such sum at the times and in the manner herein ... shall be ground for the declaration of a forfeiture of this license and of all rights hereunder.

Section 3. The Grantee shall comply with all ... which may hereafter be put into force with respect to the proper installation and operation of lines, cables, wires and other apparatus from time to time ... City of Asheville.

Section 4. ... Grantee shall indemnify and ... Asheville, its officers and employees, against any ... claims, damages, actions, costs, ... liability, of every kind and nature whatsoever, directly or ... resulting from or ... the installation, maintenance or use of equipment by Grantee in the ... operation, disconnection, interference with Grantee's service by reason of its equipment or ... assigned by any action of the City pursuant to or ... Grantee, at its own sole risk and expense, defend any and all suits, actions or other legal ... brought or instituted by third persons against the City of Asheville, its officers or employees ... claims or causes of action, and shall pay and satisfy any judgment or ... Asheville or any of its officers or employees in any such suit, action or other legal ... Grantee shall reimburse the City of Asheville, its officers and employees for ... in connection therewith.

Section 5. The Grantee ... shall secure and ... City of Asheville a policy of insurance ... as follows:

a. ... against liability as to any one person ... $2,000.00 and to ... per cent;

b. $100,000.00 as to any one accident, and a limit ... to injury or death of persons;

c. $100,000.00 as to any one ... and $300,000.00 to any one accident.

Said insurance policy shall name the City of Asheville ... and shall relieve the City of Asheville as one of the insured and shall relieve the City of Asheville from any liability for any defects in poles, towers, lines, wires, cables, or other apparatus for the reception, amplification and distribution of said television signals, and shall relieve the City of Asheville from any liability for accidents, damages, or injuries resulting from any negligence on the part of any ... agents, employees or servants of said Grantee. This policy must be satisfactory to the City Manager.

Section 6. Grantee shall fully comply with all the terms and conditions of its contract with Southern Bell Telephone and Telegraph Company and its contract with Carolina Power & Light Company, and shall make full use of such facilities ... in said contract in the operation, installation and maintenance of its television distribution system.

Section 7. The Grantee, its successors and assigns, shall not on its account, permit any connection of any other person, firm or corporation, ... directly or indirectly interested in the sale of television sets or television equipment, or the repair or service of television sets or equipment within the City of Asheville for the duration of this license, and in event said Grantee fails to comply with this section such failure shall be ground for termination of this license.

Section 8. The Grantee shall supply its service to every person within the City of Asheville upon reasonable ... of its facilities within a reasonable time after demand for such service is made.

Section 9. Grantee shall submit to the City Council of the City of Asheville its standard form of service agreement between Grantee and its subscribers ... for approval of the City Council of the City of Asheville before soliciting within the corporate limits of the City of Asheville. Said service agreement shall provide:

(a) That continuity of maintenance ... service to customers ... under all circumstances during which television programs ... available through the facilities of the Grantee.

(b) That Grantee will furnish ... a maximum of three television signals, ... at least two of the television signals which may be transmitted by local television stations in the future if ... shall legally be available to Grantee for distribution.

(c) For termination upon thirty days ... by either party hereto, and ... for a pro rata refund of the installation charge made to consumers over a ... months in event Grantee terminates said service agreement within six months after its execution.

(d) That the consumer shall have the right to assign or sublet said television signal or signals.

Section 10. Changes in the service agreement ... referred to and approved by the City Council of the City of Asheville shall be made by Grantee only ... written notice and application to the City Council of the City of Asheville. Approval shall be deemed granted if no action by the City Council shall have been taken within ten (10) days following submission to it of written notice and application at a regular or regular adjourned meeting.

Section 11. In event this license is terminated ... Grantee shall promptly terminate its said service agreements with all of its consumers in conformity with the notice and terms in said service agreement relative to termination of same.

Section 12. The Grantee of this license shall ... remove or relocate, without expense to the City, any facilities installed, used or maintained under this license if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place, including the construction of any public work by the City.

Section 13. The Grantee of this license shall pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this license.

Section 14. The Grantee of this license shall file a bond running to the City of Asheville, a municipal corporation, and to all persons contracting with said Grantee for television antennae service, with at least two (2) good and sufficient sureties to be approved by the City Council of the City of Asheville, in a penal sum of Five Thousand Dollars ($5,000.00) conditioned that Grantee shall well and truly observe, fulfill and faithfully perform each and every term and condition of this license, and the service agreements referred to in this ordinance. Said bond shall be filed with the City Clerk of the City of Asheville within five (5) days after the effective date of this ordinance and in case said bond shall not be so filed, the license herein granted shall be forfeited.

Section 15. The license granted hereunder shall not become effective until written acceptance thereof, together with the bond hereinabove referred to, and the public liability insurance policy hereinbefore referred to, shall have been filed with the City Clerk of the City of Asheville, and in case said acceptance and bond and said liability insurance policy shall not be filed within five (5) days after the enactment of this ordinance, then the license shall be forfeited.

[illegal] without the written consent of the city

[illegal] shall fail, neglect or refuse to strictly comply with

[illegal] by the legislative body, may declare this [illegal]

[illegal] December, 1952.

M. C. Peterson
COUNCILMAN

SECONDED BY: C. E. Morgan
COUNCILMAN

[illegal] 19__, to become effective 2 [illegal]

MAYOR

CITY CLERK

[illegal] meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

[illegal], December 22, 1952 - 4:00 o'clock P. M.

[illegal] of the City Council was held on the above date.

Margaret Simmons
CITY CLERK

Thursday, January 1, 1953 - 4:00 o'clock P. M.

[illegal] regular session Thursday, January 1, 1953, at 4:00 o'clock P. M. with [illegal] James P. Adams, W. I. Abernethy, M. C. [illegal] Manager [illegal] Counsel R. W. Wells, and Mayor E. W. Eller.

[illegal] Abernethy, seconded by Councilman Adams, the reading of the minutes [illegal].

A letter from [illegal] J. Y. Jordan, Jr. resigning his position as [illegal].

December 22, 1952

[illegal]

[illegal] of the North Carolina General Assembly in November, I asked the [illegal] official opinion as to whether or not my position as [illegal] office violated the meaning of the Constitution and [illegal]

[illegal], Assistant Attorney General, to the effect that [illegal] public office, and I was advised to relinquish [illegal] as a member of the House of Representatives in [illegal]

[illegal] my resignation as a member of the Asheville [illegal] my sincere thanks and appreciation for the confidence [illegal] me as a member on the Commission.

[illegal] of the Commission and its appointed officials as [illegal] endeavored to the best of my ability to [illegal] assistance and cooperation.

[illegal],

Sincerely yours,

/s/ J. Y. Jordan, Jr.

[illegal] resignation of J. Y. Jordan, Jr. as a [illegal] the City of Asheville, which was, upon motion of Councilman [illegal], unanimously adopted.

[illegal] recorded in Resolution Book #3 at page 152.

, which was, upon motion of Councilman Adams, seconded by Councilman Abernethy, unanimously adopted.

[illegal]

Margaret Simmons

Thursday, January 8, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 8, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, C. E. Morgan, W. I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegal] - UNITED CHEMICAL COMPANY
[illegal] INCINERATOR PROPERTY)

Councilman Abernethy introduced a resolution authorizing Mayor to enter into lease with United Chemical Company for old incinerator on Riverside Drive, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 154.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 8 day of January, 1953, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and UNITED CHEMICAL COMPANY, a North Carolina corporation, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, vix.: The old incinerator building on Riverside Drive in the City of Asheville.

2. To have and to hold the said premises with their appurtenances for the term of two years beginning December 15, 1953 and ending December 15, 1955.

3. The Lessee shall pay the Lessor rent at the rate of Three Hundred ($300.00) Dollars per year, payable in equal monthly installments of $25.00 each in advance on the 15th day of each month beginning on the 15th day of December, 1953 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to, or any structural changes in, or in any way impair the use of said premises as an incinerator without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessee agrees to accept said premises in their present condition, and to maintain and keep in repair said premises during the period of this lease.

7. That no unlawful use shall be made of said premises; and the Lessee will not do or suffer to be done upon said premises any act or thing which shall, or may be a nuisance, annoyance, or inconvenience, and shall comply with all sanitary laws, ordinances and rules, and all orders affecting the cleanliness, occupation and use of the demised premises, and keep said premises, and all parts thereof, at all times clean and sanitary and free from trash.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. It is stipulated and agreed that should the Lessor require the use of the leased premises for governmental purposes, it shall have the right and option to cancel and terminate this lease upon thirty days written notice to the Lessee of its intention so to do.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY THEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be executed in its name by its President, its corporate seal to be hereunto affixed, duly attested by its Secretary, all by authority of its Board of Directors duly given.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Secretary

UNITED CHEMICAL COMPANY

By
President

Councilman Peterson introduced a resolution appointing a Municipal Board of Elections for a period of two years, which was, upon motion of Councilman Peterson, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 155.

City Manager Weir presented to the Council the operating statement showing the budget position of the city for the period ending December 31, 1952.

This being the date set for the public hearing on the proposed amendment to the zoning ordinance relative to the rezoning of certain property in the Woodfin Street area, a map was displayed showing the proposed change, and the Corporation Counsel read the regulations of the zoning ordinance applicable to Neighborhood Trading Areas. There was a discussion of this matter by members of the Council.

Mrs. Allen T. Lockwood, representing the Board of Directors of the YWCA, appeared before the Council opposing the proposed ordinance.

Following the public hearing Councilman Adams introduced Ordinance #352, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Adams, seconded by Councilman Mulvaney, passed on its first reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Adams voted "aye"
Councilman Mulvaney voted "aye"	Councilman Morgan voted "aye"
Councilman Peterson voted "aye"	Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 15, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 15, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, James P. Adams, Graham Morrison, C. E. Morgan, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was received from the City of Asheville Zoning Board of Adjustment suggesting that the City Council re-examine the Zoning Ordinance, in order to ascertain whether any changes therein should be made, in the public interest.

January 14, 1953

Honorable Mayor
Members of the City Council
City Manager of the City of Asheville
Asheville, N. C.

Gentlemen:

This is to advise that at a special meeting of the Asheville Zoning Board of Adjustment held on January 13, 1953, at which all members of the Board were present, the following resolution was unanimously passed:

Be it resolved that the Board of Adjustment, after an exhaustive study of Ordinance 322 and the various amendments thereto (the Zoning Ordinance of the City of Asheville), is of the opinion that certain practical difficulties are presented thereby, inasmuch as there is apparently no provision therein, except in those areas in the city designated in the Ordinance as Industrial, for the erection or installation of facilities or structures reasonably or absolutely necessary for the housing of electrical, gas, communications and other utility stations, sub or booster stations and other services important and vital to the public welfare.

The Board is further of the opinion that this situation may well have an undesirable retarding effect upon the future growth and development of the community.

The Board therefore respectfully suggests that the City Council re-examine the City of Asheville Zoning Ordinance in order to ascertain whether any changes therein should be made, in the public interest, in respect to these matters.

Yours very truly,

S/ Herschel Harkins
Chairman, City of Asheville
Zoning Board of Adjustment

ls

A petition was received from Asheville Biltmore College, Inc. requesting that the zoning ordinance be amended so that the use of its property on the extreme eastern boundary line of the City of Asheville by Radio Station W-I-S-E, Inc. may be permitted.

Councilman Adams moved that the above communication and petition be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Peterson and unanimously adopted. Application for building permit by Radio Station W-I-S-E, and the file on appeal were also ordered sent to the Planning and Zoning Commission.

Representatives of the Berry Methodist Church, the Allen High School, the YWCA and others appeared before the Council protesting the change of the Woodfin Street section from a residential to a neighborhood trading area.

Following this discussion Ordinance #352, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was upon motion of Councilman Adams, seconded by Councilman Mulvaney, passed on its second reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Adams voted "aye"
Councilman Peterson voted "aye"	Councilman Morgan voted "aye"
Councilman Morrison voted "aye"	Mayor Eller voted "aye"

Councilman Morgan introduced a resolution authorizing the Mayor of the City of Asheville to execute and deliver quitclaim deed to Chester H. Brown, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 156.

Mr. Nat Gennett, Jr. appeared before the Council seeking information on the television possibilities in the city.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 22, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 22, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, James P. Adams, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A petition was presented by property owners in the Woodfin Street area opposing the amendment to the zoning ordinance which would place their properties in a Neighborhood Trading Area, and submitting a proposed amendment which would enlarge the existing commercial area at the eastern end of Poplar Street and the presently existing neighborhood trading area at the southern end of Charlotte Street, leaving the large area between these two points in its present status as a residential area.

Councilman Morgan moved that this petition be referred to the Planning and Zoning Commission for report and recommendation, with a request that this report be presented to the Council at its next regular meeting, which motion was seconded by Councilman Mulvaney.

Mr. S. G. Pegram, attorney for W. G. Hollifield, and as a property owner in this area and other speakers, urged that Ordinance 352 be placed on its final reading without further delay.

Mrs. Ellen T. Lockwood and other petitioners requested that their property remain in a Residential District.

After a discussion of this matter the above motion was unanimously adopted.

"AN ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" -

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Thereupon Councilman Adams made the following motion: Inasmuch as the petition just received apparently contains new matter pertaining to Ordinance #352 which is before the Council today for its third and final reading and as we have just referred this petition to the Planning and Zoning Commission for their report, I move that the third and final reading of Ordinance #352 be deferred until after the report of the Planning and Zoning Commission on the petition just referred has been received by this Council. This motion was seconded by Councilman Morgan and unanimously adopted.

Mr. C. R. Williams, Jr., attorney for Community TV Systems, appeared before the Council and asked that the Council reconsider its rejection of wired television and allow it in a limited area such as the Coleman Apartments, Edgewood Knoll Apts., and the North section of the city.

No action was taken by the Council since this matter was not presented in a formal request.

A communication was received from the Planning and Zoning Commission on the petition of Asheville-Biltmore College recommending the enactment of an amendment to the Zoning Ordinance.

January 19th, 1953

To the Honorable Mayor and
Members of the City Council
City of Asheville
Asheville, North Carolina.

Gentlemen:

At a meeting of the Planning and Zoning Commission held on Friday, January 16th, 1953, consideration was given to a petition of Asheville-Biltmore College referred to the Planning and Zoning Commission by authority of your Council on the 15th day of January 1953, and after hearing proponents of the petition at length the Planning and Zoning Commission unanimously voted to recommend to the City Council the enactment of the following amendments to the Zoning Ordinance:

"AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'

- - - - - - -

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

That Section 3 be amended and the same hereby is amended by inserting immediately after Paragraph 10, Sub-section A, the following:

11. Radio and/or television studios, together with their incidental facilities, including towers, and antennae, provided, however, that prior to the issuance of a permit therefor approval of the area of land to be used for such purpose and location thereof shall have been obtained from the Board of Adjustment and such site shall have been likewise approved by the proper Federal or State agency having jurisdiction and shall have been recommended by competent engineers as an appropriate site for such use.

Section 2. If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 4. That this ordinance shall be in full force and effect fifteen days from date of final passage".

I am returning herewith the file which was made available by the City Clerk to the Planning and Zoning Commission.

Yours very truly,

AR:MW

S/ Anthony Redmond
ANTHONY REDMOND, Secretary
Planning and Zoning Commission

Councilman Abernethy moved that the recommendation of the Planning and Zoning Commission be accepted, that an ordinance complying with said recommendation be placed before the City Council, and that a notice and publication of public hearing be held on same, which motion was seconded by Councilman Morgan and unanimously adopted.

BOARD (A. C. Williams and Mrs. Seba T. Whitehead), and

Councilman Abernethy introduced a resolution appointing two members of Advisory Board and one member of Appeal Board in accordance with Ordinance 310, as amended, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 157.

AMERICAN ENKA CORPORATION -
RESOLUTION EXPRESSING TH..

Councilman Mulvaney introduced a resolution thanking American Enka Corporation for supplying water during the recent water shortage, which was, upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 158.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 29, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 29, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, James P. Adams, Graham Morrison, C. E. Morgan, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

AN ORDINANCE - AMENDMENT OF
PLANNING AND ZONING COMMISSION

A communication was received from the Planning and Zoning Commission on petition that Ordinance 352 now in process of passage by Council be modified and amended in accordance with said petition recommending that no action be taken on said petition.

January 29th, 1953

To the Honorable Mayor and Members
of the City Council
City of Asheville
Asheville, North Carolina.

Gentlemen:

In accordance with your instructions of January 23rd, 1953, the Planning and Zoning Commission called a special meeting on Wednesday, January 28th, 1953, after due notice to parties in interest, for the purpose of considering a petition of Miss Isabelle R. Jones and others that Ordinance No. 352 now in process of passage by your Council be modified and amended in accordance with said petition.

After hearing some twenty-five persons who spoke for and against the petition the Planning and Zoning Commission, upon motion duly made and seconded, voted unanimously to recommend to your Honorable Council that no action be taken on said petition of Miss Isabelle R. Jones and others. Said petition, together with pertinent papers, is returned herewith.

Yours very truly,

AR:MW
(Enc.)

S/ Anthony Redmond
Anthony Redmond, Secretary
Planning and Zoning Commission

ORDINANCE #352 - AN ORDI... FOR
AMENDING THE ZONING MAP AN...
...
...PROVIDING FOR THE ZONIN...
OF THE CITY OF ASHEVILLE"-
THIRD READING

Whereupon, Ordinance #352, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of

...Mulvaney, passed on its third and final reading with the following vote:

...voted "aye" — Councilman Adams voted "aye"
...voted "aye" — Councilman Morgan voted "aye"
...voted "aye" — Mayor Eller voted "aye"

ORDINANCE #352

...ING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVID..."

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the ... and zoning ordinance, being Ordinance No. 322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That all that area within the boundary hereinafter particularly described be and is hereby rezoned from RA6 Residential District to Neighborhood Trading Area:

BEGINNING at the eastern boundary line of the present Neighborhood Trading Area, as shown on the Zoning Map of the City of Asheville, at a point in the southern margin of Woodfin Street, said point being the northeast corner of Lot 150, Sheet 1, Ward 2; runs thence with said eastern margin of said Neighborhood Trading Area and the eastern line of said Lot 150 in a southerly direction to the southeast corner of said Lot 150; thence with the southern lines of Lots 150, 149, 146, and 145 of said Sheet 1, Ward 2 crossing the ten foot alley in a westerly direction to the eastern margin of Business District in the eastern line of Lot 143 of said sheet and ward; thence in a southern and western direction with the eastern and southern lines of said Lot 143 to the northeast corner of Lot 139 of said Sheet 1, Ward 2; thence with the eastern lines of Lots 139, 138 and 137 crossing College Park Place in a southern direction to the northern margin of Business District in the northern line of Lot 136 of said Sheet and Ward; thence with the northern line of said Lot 136 in an eastern direction to the intersection of College Park Place with the northwestern margin of College Street; thence in a southwestern direction with said margin of College Street to a point therein opposite the northwestern corner of Lot 69½, Sheet 2, Ward 1; thence in an eastern direction crossing College Street to said corner of said Lot 69½; thence with the northern line of said Lot 69½ and the northern margin of the present Commercial District in an eastern direction following said northern boundary of Commercial District through Lots 67, 65, and 66 of said Sheet 2, Ward 1; thence in a southern direction with the eastern boundary of said Commercial District to the northwestern corner of Lot 20 of Sheet 3, Ward 1; thence with the northern boundary of said Commercial District and the northern lines of the following lots in an eastern direction to the southern margin of Woodfin Street: Lots 20, 19, 18, 17, 16, 15, 14, 12½, 13, 11-3/4 and 11¼, Sheet 3, Ward 1; thence with said southern margin of Woodfin Street in an eastern direction to the western face of Beaucatcher Tunnel; thence in a northern direction with the face of the tunnel and the western margin of College Street to a point in same at the northernmost corner of Lot 9, Sheet 3, Ward 1; thence in a southwestern and western direction with the northwestern and northern lines of said Lot 9 to the eastern margin of an alley at the southwest corner of Lot 7½, Sheet 3, Ward 1; thence with said margin of said alley in a northern direction and with the western line of said Lot 7½ to a point in the southern margin of College Street; thence in a western direction crossing College Street to a point in the northern margin of said Street at the southeast corner of Lot 11, Sheet 17, Ward 2; thence in a northern direction with the eastern line of said Lot 11 of said Sheet 17, Ward 2 to the northeast corner of said Lot 11; thence in a western direction with the northern lines of Lots 11, 12, crossing Hollywood Street, 74, 80½, 81½, and 82 of said Sheet 17, Ward 2 to a point in the eastern margin of Furman Avenue in the northwest corner of said Lot 82; thence crossing Furman Avenue in a western direction to the northeast corner of Lot 9, Sheet 18, Ward 2; thence continuing in a western direction with the northern line of said Lot 9 to a point in the eastern boundary of Lot 10 of said Sheet and Ward; thence with said eastern boundary of said Lot 10 in a northern direction to a point 250 feet north (and measured perpendicularly from) of the northern margin of Woodfin Street; thence in a western direction on a line parallel with said northern margin of Woodfin Street and 250 feet therefrom to a point in the eastern boundary of the present Neighborhood Trading Area in Lot 15 of said Sheet and Ward; thence with said eastern boundary of the present Neighborhood Trading Area in a southern direction through Lots 16 and 17 of said Sheet 18, Ward 2 to the northern margin of Woodfin Street; thence crossing Woodfin Street in a southwestern direction to the northeast corner of Lot 150, Sheet 1, Ward 2, the point and place of BEGINNING.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as an amendment to the official zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 8 day of January, 1953.

Jas. P. Adams
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 29 day of January, 1953, to become effective 13 day of February, 1953.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

...ert. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

The City Manager suggested to the Council that building permits in the Woodfin, College Street area be carefully analyzed so that construction in this area will conform to the alignment of the proposed cross-town expressway leading from the tunnel to the Smoky Park Bridge.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 5, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 5, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Graham Morrison, C. E. Morgan, F. M. Mulvaney, W. C. Peterson, W. I. Abernethy, James P. Adams, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller

The minutes of the previous meeting were read and approved.

City Manager Weir presented the operating statement showing the budget position for the city for the period ending January 31, 1953.

Miss Susan Frances Hunter discussed a plan for neighborhood development.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 12, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 12, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, W. C. Peterson, W. I. Abernethy, James P. Adams, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

City Manager Weir presented an audit report of the Asheville Boxing Commission for the period from July 1, 1951 to December 31, 1952.

This being the date set for the public hearing on the proposed amendment to the zoning ordinance relative to an additional use being permitted in RA-6 Residential Districts, several speakers were heard in favor of said amendment, being Mr. Harold Toms of Radio Station WISE, and Judge Shelby Horton and Dr. Glenn Bushey of Asheville-Biltmore College. There was also a discussion of this matter by members of the Council.

Following the public hearing Councilman Morgan introduced Ordinance #353, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"", which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Morrison voted "aye"
Councilman Mulvaney voted "aye" — Councilman Adams voted "no"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 19, 1953 - 4:00 o'clock P. M.

Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, Graham Morrison, W. I. Abernethy, W. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegal] ... owners on Riverside Drive requesting that their property ...

... Council referred this request to the Planning and Zoning Commission for report and recommendation.

... by Sallie Kate Davidson asking for damages for personal injuries in the amount ..., which claim was referred to the City Manager and Corporation Counsel for investigation.

...)
...) CLAIM FOR PERSONAL DAMAGES

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

... is a claim against the City of Asheville for the sum of Four ($4000.00) Dollars.

... for consideration to your Honorable Mayor and City ...

... on January 12, 1953, when she slipped on ice which had been ... street, in City of Asheville, through the negligence of said ..., in allowing a leakage, either from water, sewer line or other source, to be on said sidewalk, and became ... been remedied, by City of Asheville, but was negligently allowed to re- ... several occasions since said injuries. That claimant fell ..., and was injured to such an extent has been unable to attend to her duties as Secretary and ... suffered great bodily harm by reason of slipping on said icy sidewalk on said Pine ..., Asheville, N. C. That claimant is still under care of phy- ..., and wishes to submit this claim to your Honorable ... said City, as above set out.

Respectfully submitted.

S/ Sallie Kate Davidson
Sallie Kate Davidson
Claimant

... sworn, deposes and says:

That she is the claimant, plaintiff in the above entitled cause; that she has read or heard read the foregoing Claim and knows the contents thereof; that the same is true of her own knowledge, except as to the matters and things therein stated upon information and belief, and as to those matters she verily believes it to be true.

S/ Sallie Kate Davidson
Sallie Kate Davidson

... 12th day of February, 1953.

S/ Helen Mettles
Notary Public

Ordinance #353, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, passed on its second reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Morrison voted "aye"
Councilman Mulvaney voted "aye"	Councilman Morgan voted "aye"
Councilman Peterson voted "aye"	Mayor Eller voted "aye"

... meeting was upon motion adjourned.

Margaret Lunsford
CITY CLERK

Thursday, February 26, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 26, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen James P. Adams, F. N. Mulvaney, M. C. Peterson, W. I. Abernethy, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

... were read and approved.

A claim was presented by Dr. R. Pomery Crum asking for damages to automobile in the amount of $129.12, which claim was referred to the Corporation Counsel for investigation.

North Carolina
Buncombe County

NOTICE

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

You will please take notice that the undersigned, Dr. R. Pomery Crum of Leesburg Inn, Leesburg, Virginia, by and through Uzzell and DuMont his attorneys, pursuant to section 149 and 150 of the City Charter of the City of Asheville, hereby claims and demands damages of the City of Asheville as a result of property damage sustained by him on the 14th day of February, 1953 on a public street in said City, as follows:

That on Saturday, February 14, 1953 at approximately 8:00 P. M. the undersigned was driving his 1952 Nash sedan, Virginia 1953 license #823838 in a westerly direction in his right lane on Walnut Street toward its intersection with Broadway at about 5 miles per hour, preparatory to stopping at the east margin of the intersection in obedience to an overhead traffic light; that the right front end of the undersigned's vehicle collided with a fire plug located at the north curb of Walnut Street near the north east corner of the intersection the south face of said fire plug projecting about six inches over the curb and into said Walnut Street; and that as a result thereof the undersigned claimant received the following damages to his vehicle:

Damaged front bumper face bar, right front fender and fender molding, right front door and right rear door molding.

The dangerous condition which was the cause of the above described accident resulted from the negligence of the City of Asheville; and, that, as a consequence of the negligence of the City of Asheville in permitting said fire plug to project over the north curb of Walnut Street and into said street, said City has greatly damaged the undersigned, causing him to incur expences for repairs of said Nash sedan in the sum of $129.12.

The undersigned claimant, therefore, respectfully presents his claim for said amount, through his counsel and respectfully requests payment of same.

Uzzell and DuMont
Attorneys for R. Pomery Crum

Ordinance #353, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Morrison voted "aye"
Councilman Mulvaney voted "aye"	Councilman Morgan voted "no"
Councilman Peterson voted "aye"	Mayor Eller voted "aye"

ORDINANCE NO. 353

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", be and the same hereby amended as follows:

That sub-section A. - Uses Permitted of Section 3 - One Residential District of said Ordinance #322 be and the same hereby repealed, and a new sub-section A. be and is hereby enacted in lieu of said sub-section as follows:

A. Uses Permitted.

In this district a building or land shall be used only for the following purposes:

1. Single family dwellings, multiple dwellings, tourist homes, boarding houses.

2. Public schools, elementary, high and educational institutions having a curriculum the same as ordinarily given in public schools. Hospitals, except animal hospitals.

3. Libraries and community centers.

4. Nurseries and truck gardens but not the raising of poultry, pets or livestock for strictly commercial purposes or on a scale that would be objectionable because of noise or odor.

5. Churches.

6. Municipally owned or operated parks and playgrounds.

7. Golf course, except miniature courses and driving tees operated for commercial purposes. Golf club buildings, clubs, excepting those, the chief activity of which, is a service customarily carried on as a business.

8. Accessory buildings, including one private garage or servants' quarters, where located not less than sixty (60) feet from the front lot line nor less than five (5) feet from any other lot line, provided, however, that servants' quarters may be erected above private garages or private stables and a private garage may be constructed as a part of the main building or attached to it by a covered passage.

9. Church or public building bulletin board, lighted or unlighted, not exceeding twelve (12) square feet in area.

10. Home occupations as hereinafter defined.

incidental facilities, including towers,
issuance of a permit therefor approval of the area of land
shall have been obtained from the Board of Adjustment and
proper Federal or State agency having jurisdiction and
an appropriate site for such use.

, quarry pits, reformatories, vaults, crematories and burial vaults shall not be permitted in any residential district.

Section 2. If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof irrespective of the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

All ordinances or parts of ordinances in conflict herewith be and are hereby repealed.

Section 4. That this ordinance shall be in full force and effect fifteen days from date of final passage.

Done in open session, this 12 day of February, 1953.

C. E. Morgan
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 26 day of February, 1953, to become effective 13 day of March, 1953.

F. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

R. W. Wells

, Chief Accountant, and Dr. Glenn Pushey, president of Asheville Biltmore College, [illegible]. Mr. Toms also read a report from Television Digest [illegible].

[illegible] for the Asheville Board of Alcoholic Control for the [illegible].

[illegible], the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, March 5, 1953 - 4:00 o'clock P. M.

[illegible] session Thursday, March 5, 1953, at 4:00 o'clock P. M. with Mayor [illegible]. Mulvaney, W. I. Abernethy, C. E. Morgan, City Manager Weldon [illegible]. W. Eller.

The minutes of the previous meeting were read and approved.

A letter was presented to the Council from Mr. James P. Adams resigning as a member of the City Council.

March 5, 1953

[illegible] my brother councilmen to accept this as my resignation as a member [illegible] City of Asheville, effective immediately.

This action taken by me is prompted only after serious and continued consideration. My private business and personal obligations [illegible] that I be relieved of the heavy responsibilities of public office.

I desire to take this opportunity to express to you and to each individual member of the City Council of the City of Asheville, all of whom I count my personal friends, my sincere appreciation for the courtesy and the kindness shown me during my tenure of office.

My experience with these fine men on the City Council has been invaluable and the far sightedness of the City Council as a whole is manifest by the many public improvements now under way to insure to the people of Asheville a better and a finer city. The North Fork Impounding Dam, The Municipal Memorial Stadium, and the Street Paving Program, just to mention a few, are the many things that have been put into effect looking to [illegible].

I desire further to compliment our City's manager, Mr. J. Weldon Weir, and the many heads of the departments of the City of Asheville. Never have I come in contact with so conscientious and energetic public officials.

I shall miss the pleasant associations acquired through the years of my membership on the Council and I wish for you, Mr. Mayor, much success in your Board's endeavor to make our beautiful Asheville one of the [illegible] cities in which [illegible].

Very sincerely yours,

S/ James P. Adams

Councilman Abernethy moved that Mr. Adams' resignation be accepted with regret, seconded by Councilman Mulvaney and unanimously adopted.

Councilman Morgan placed in nomination to fill the unexpired term of Councilman Adams, T. Sumner, which motion was seconded by Councilman Mulvaney and unanimously adopted.

City Manager Weir presented to the Council [illegible] the city for the period ending February 28, 1953.

Mayor Eller informed the Council that the report of the Committee appointed to study the Civil Service laws of the city had just been received, and that a copy of same would be given to the press and asked to be published verbatim, and that a copy would also be sent to each member of the Council [illegible] Buncombe County delegation in the General Assembly.

Mr. [illegible] Young, representing the Chamber of Commerce, requested that the matter of Civil Service be considered in an open meeting of the Council.

Mr. Henry C. Fisher presented a certified copy of the report of the Civil Service Committee appointed by the Buncombe County Bar Association containing, among other things, a statement to the effect that the committee appointed by the Mayor of five attorneys to study the Civil Service laws for the employees of the City of Asheville and to prepare a legislative bill embodying their conclusions thereon was not a committee of the Buncombe County Bar Association as an association, but that the committee was appointed by the Mayor from [illegible] appointed by the committee by the President of the Buncombe County Bar Association.

A representative of the League of Women Voters thanked the Mayor for the Civil Service Report which [illegible].

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, March 12, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 12, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen Graham Morrison, F. M. Mulvaney, Theodore Sumner, C. E. Morgan, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible]

oath of
Mr. J. E. Swain, Clerk of Superior Court, administered the/office as Councilman to Mr. Theodore T. Sumner.

[illegible]

A communication was read from the planning and Zoning Commission recommending that no action be taken on the request of property owners to rezone approximately one thousand feet of frontage along Riverside Drive, which recommendation was accepted by the Council.

March 7, 1953

Mr. J. Weldon Weir,
City Manager,
City of Asheville
Asheville, N. C.

Dear Mr. Weir:

At the March 6th meeting of the City of Asheville Planning and Zoning Commission, the Commission voted to take no action on the request of property owners to rezone approximately one thousand feet of frontage along Riverside Drive.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

CIVIL SERVICE COMMISSION, POLICE AND FIRE DEPARTMENTS, NAMING COMMISSIONER (J. A. GOODE)

Councilman Morrison introduced a resolution naming a Commissioner of Civil Service Commission by the City Council, which was, upon motion of Councilman Morrison, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 159.

Councilman Abernethy introduced a resolution recommending the General Assembly of North Carolina to enact legislation establishing a Department of Civil Service in the City of Asheville, which was seconded by Councilman Morgan.

Vigorous protests to the passage of this resolution were voiced by Mr. Don C. Young, representing the Police and Fire Departments, Mr. Henry Fisher, Mr. Claude DeBruhl, Mr. Harold Sams, and Mr. T. C. Robinson.

During the discussion of this matter by the Council Councilman Mulvaney stated that in his opinion this question should be submitted to a vote of the people.

Following the discussion the resolution was voted upon and adopted by the Council, complete copy of which resolution will be found in Resolution Book #3 at page 160.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Sammons
CITY CLERK

Thursday, March 19, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 19, 1953, at 4:00 o'clock P. M. with Mayor E. W. Miller presiding. Present:Councilmen W. I. Abernethy, C. E. Morgan, F. M. Mulvaney, M. C. Peterson, Theodore Sumner, Graham Morrison, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Miller.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution confirming election of Dwight E. Ray as a member of the Civil Service Commission, which was, upon motion of Councilman Morgan, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 161.

City Manager Weir presented a deed to the City of Asheville from the Maconochie estate for nine and one-half acres of land on Beaucatcher Mountain to be used for park purposes, which was accepted with appreciation by the Council.

A group of citizens from Mardell Circle appeared before the Council with the request that this street be paved and a fire hydrant installed. They were assured by City Manager Weir that relief would be given in this connection.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Sammons
CITY CLERK

Thursday, March 26, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 26, 1953, at 4:00 o'clock P. M. with Mayor E. W. Miller presiding. Present: Councilmen C. E. Morgan, Graham Morrison, F. M. Mulvaney, Theodore Sumner, W. I. Abernethy, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Miller.

The minutes of the previous meeting were read and approved.

City Manager Weir reported that a paving petition for Mardell Circle was being prepared, and as soon as it was completed plans would be made for paving this street.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Sammons
CITY CLERK

Thursday, April 2, 1953 - 4:00 o'clock P. M.

Because of the lack of a quorum no meeting of the City Council was held on the above date.

MAYOR

Margaret Sammons
CITY CLERK

Thursday, April 9, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 9, 1953, at 4:00 o'clock P. M. with Mayor E. W. Miller presiding. Present: Councilmen F. M. Mulvaney, Graham Morrison, Theodore Sumner, W. I. Abernethy, C. E. Morgan, M. C. Peterson, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Miller.

The minutes of the previous meeting were read and approved.

Letters were received from certain property owners on Riverside Drive requesting that their property be re-zoned as Commercial.

Councilman Abernethy moved that this request be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Mulvaney and unanimously adopted.

Communications were received from John A. Goode and Dwight E. Ray concerning the Civil Service Commission as created in 1947 and amended in 1951.

Council of the City of Asheville,
Asheville, N. C.

March 30, 1953

Gentlemen:

As you know the Council appointed the undersigned, John Goode, a member of the Civil Service Commission of the Fire and Police Departments, and the members of the Fire and Police Departments selected Dwight Ray as a member of the Civil Service Commission of the Fire and Police Departments.

Since our appointments we have held several and many conferences and meetings in an attempt to select a third person to be the third member of the Civil Service Commission.

This is to advise you that we have failed to agree, and therefore I refer you to the act creating the Civil Service Commission in 1947, as amended in 1951, wherein, and I quote from the 1947 act: "Provided, that if the two commissioners appointed and selected shall fail to agree within ten days after their appointment, then and in that event the governing body of the City of Asheville shall appoint a committee of four councilmen to meet and confer with four representatives of the classified service, two of whom shall be selected by the members of the police department and two by the members of the fire department. This joint committee shall meet within ten days and appoint a person who shall constitute the third member of said commission."

I wish to call your attention to the 1951 act, which in providing for staggered terms of the members of the Civil Service states as follows: "At the expiration of the term of the civil service commission on March 15, 1953, the member of the commission elected by the classified service shall be elected and serve for a period of one year, and thereafter his successor shall be elected and serve for a period of three years. The third member of the commission, selected by the other two members, shall be selected and serve for a period of two years, and thereafter his successor shall be selected and serve for a period of three years. The member of the commission, selected by the Governing Body of the City of Asheville, shall serve for a period of three years, and thereafter his successor shall be selected and serve for a period of three years."

It is my opinion that inasmuch as the 1951 act as quoted above states that the term of the Civil Service Commission expires on March 15, 1953 and inasmuch as there have been only two members appointed and qualified of the three member commission, as required in the 1947 act, that there is at this time no Civil Service Commission as a Commission in existence, and same will not be properly constituted and in a position to function until such time as the third member thereof is selected and qualified.

Respectfully submitted,

S/ John A. Goode
John A. Goode

Asheville, N. C.
March 30, 1953

Council of the City of Asheville,
Asheville, N. C.

Gentlemen:

Mr. John Goode, the member of the Civil Service Commission recently appointed by you, prepared the attached letter for the signature of the undersigned, Dwight E. Ray, the member of the said Commission, elected by the members of the Fire and Police Departments on March 14, 1953.

After noting its contents, the undersigned could not concur with Mr. Goode in the opinion set forth in the last paragraph of his letter and could not agree with his interpretation of the 1947 Act, as amended in 1951, relative to the expiration of the Civil Service Commission on March 15, 1953; consequently, Mr. Goode's letter does not bear my signature.

I am of the definite opinion that under the Act a duly constituted Civil Service Commission does exist at this time and that Mr. Tom Mason is still the third member of the Commission and will remain as such until his successor is appointed, and qualified in accordance with Section 1. of the Act in its entirety and more specifically with the second paragraph of Section 1 of the Act, which reads as follows: "That the three members appointed to said commission in the manner herein prescribed shall serve in that capacity for a period of three years, or until their successors are appointed and qualified. The method of selection of their successors shall be in the exact manner as set forth for the qualification and appointment thereto as outlined in this Section of this Act."

Now that the undersigned and Mr. Goode have failed in our efforts to select and name the third member to serve on the Commission, it is respectfully requested that the Council take such action as is required by the Act and appoint the person who shall constitute the third member of the Commission.

Respectfully submitted,

S/ Dwight E. Ray
Dwight E. Ray

The above communications were accepted as information by the Council upon motion of Councilman Morgan, seconded by Councilman Peterson, and unanimously adopted.

R. R. Williams, attorney, presented to the Council petitions bearing over fifteen hundred names of citizens [illegible] on the question of whether Community TV Systems, Inc. should be permitted to [illegible] in Asheville, and as evidence of good faith and for the purpose of relieving the City of any [illegible] deposited a check for $1,000.00.

April 9, 1953

The Council
Asheville, N. C.

Gentlemen:

Enclosed herewith are [illegible] one hundred pages of petitions bearing over fifteen hundred names of citizens [illegible] on the question of whether Community TV Systems, Inc., should be permitted to [illegible] Asheville. As you know, this petition, under Article 12 of the City Charter, makes it [illegible] after [illegible] submitted to the vote of the people.

[illegible] request of the citizens of Asheville that the contents of the Ordinance, which is to be submitted, [illegible] approval of the City Council and the City Manager, we suggest that the Ordinance, as [illegible], [illegible] protection of full supervision and control in the City, be passed by the Council [illegible] effective [illegible] to the people.

[illegible] for the purpose of relieving the City of any expense, we are attaching [illegible] check for $1,000.00, which is amply sufficient to cover all expenses of the election.

Very truly yours,

WILLIAMS and WILLIAMS

By R. R. Williams

rm/cm
Encls.

Councilman Morrison introduced Ordinance No. 354, being "AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC., THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION SIGNAL AND/OR SIGNALS DISTRIBUTION SYSTEM", which was, upon motion of Councilman Morrison, seconded by Councilman Abernethy, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Sumner voted "aye"
Councilman Morrison voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible] introduced Ordinance No. [illegible], being a resolution entitled "RESOLUTION PROVIDING FOR THE PASSAGE OF AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC., THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION SIGNAL AND/OR SIGNALS DISTRIBUTION SYSTEM' ON THE 9th DAY OF APRIL, 1953, AND PROVIDING THAT SAID ORDINANCE SHALL BE READ ON THREE SEPARATE DAYS AND ALSO PROVIDING [illegible] SUFFICIENT TO PAY THE EXPENSES OF AN ELECTION SUBMITTING [illegible]", which was, upon motion of Councilman Morgan, seconded by Councilman [illegible], unanimously passed.

[illegible] will be found in Resolution Book #3 at page 162.

Ordinance #354, being "AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC., THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION SIGNAL AND/OR SIGNALS DISTRIBUTION SYSTEM", was, upon motion of Councilman Morrison, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Sumner voted "aye"
Councilman Morrison voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Ordinance #354, being "AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC., THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION SIGNAL AND/OR SIGNALS DISTRIBUTION SYSTEM", was, upon motion of Councilman Morrison, seconded by Councilman Abernethy, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Sumner voted "aye"
Councilman Morrison voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 354

AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC., THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION SIGNAL AND/OR SIGNALS DISTRIBUTION SYSTEM

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the right, privilege, permission and license, grant and franchise, subject to each and all of the conditions contained in this ordinance, be and the same is hereby granted to COMMUNITY TV SYSTEMS, INC., a Delaware corporation licensed and domesticated in the State of North Carolina, hereinafter referred to as the Grantee, to install and operate a television signal and/or signals distribution system within the City of Asheville, and to make reasonable rates and charges, and to use, with permission of the owners thereof telephone, telegraph, electric light, or power utility poles and facilities as are now erected or may hereafter be erected upon the public streets, public squares, public alleys, public sidewalks, and public highways within the City of Asheville, and to attach, place, string, maintain and operate thereon or therein aerial cables, wires and associated appliances and apparatus for the purpose of receiving, amplifying and distributing television signals and television in the City of Asheville. This right is hereby granted for a period of twenty-five (25) years, provided, however, that all privileges and franchises, rights, permissions and licenses herein contained or conferred may be altered, amended, modified, upheld or revoked by the Council of the City of Asheville from time to time.

Section 2. The Grantee shall pay to the City, during its exercise of said rights and at the times hereinafter specified a sum, payable quarterly, equal to two per cent (2%) of the gross annual receipts of Grantee up to $100,000.00 annually and three per cent (3%) on all gross annual receipts in excess thereof arising from the sale of service to customers within the corporate limits of the City of Asheville, a municipal corporation; provided, however, that only regular periodical service charges, not including any state, county or federal or other government taxes levied upon such service, shall be considered in computing said sum and that original installation charges, reconnection charges, and charges made for inspection, repair, replacement or modification of installation shall not be considered in computing said sum.

The Grantee shall, within thirty days after the first day of January, April, July and October of each year during which this license is in force, file with the Director of Finance of the City of Asheville a verified statement showing in appropriate detail the total gross receipts of Grantee for the three months ending the last day of the month immediately preceding such statement derived from the sale of service to customers within the corporate limits of said city, and said Grantee shall pay to the City of Asheville at the same time said statement is filed the specified sum for the three months period covered by such statement. Any neglect, refusal or omission by Grantee to file such statement or to pay such sum at the time and in the manner hereinabove provided shall be ground for the declaration of a forfeiture of this license and of all rights hereunder.

Section 3. The Grantee shall comply with all rules and regulations and ordinances and laws now in force or which may hereafter be put into force with respect to the proper installation and construction of lines, cables, wiring and other apparatus authorized hereunder to be installed. The right to change and adopt new rules and regulations and ordinances from time to time is reserved to the City, the City of Asheville expressly reserving full superintendence, regulation and control of the operations of the Grantee hereunder on matters connected with its police powers.

Section 4. The Grantee shall indemnify and hold harmless the City of Asheville, its officers and employees, against and from any and all claims, demands, causes of action, damages, costs of liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from or caused by (a) the installation, maintenance or use of equipment by Grantee in the public rights of way, or (b) any interruption, discontinuance, or interference with Grantee's service to any of its subscribers occasioned or claimed to have been occasioned by any action of the City pursuant to or consistent with this agreement; and the Grantee shall, upon demand, at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the City of Asheville, its officers or employees, on any such claim, demand or cause of action, and shall pay and satisfy any judgment or decree which may be rendered against the City of Asheville or any of its officers or employees in any such suit, action or other legal proceeding; and, further, Grantee shall reimburse the City of Asheville, its officers and employees for any and all legal expense incurred in connection therewith.

Section 5. The Grantee herein shall procure and furnish and file with the City Clerk of the City of Asheville a policy or policies of insurance covering public liability and property damage with the minimum amounts of liability thereunder, as follows:

a. Insurance against liability for damage to property in an amount no less than $25,000.00 for any one accident.

b. Insurance against liability for injury to or death of persons in an amount no less than $300,000.00 for any one accident, and no less than $100,000.00 for any one person.

Said insurance policy shall name the City of Asheville as one of the insured and shall relieve the City of Asheville from any liability for any defective poles, towers, lines, wires, cables, or other apparatus for the receiving, amplifying and distributing of said television signals, and shall relieve the City of Asheville from any liability for accidents, damages or injuries resulting from any negligence on the part of the Agents, servants, or employees of the said Grantee. Said policy or policies shall be filed with the City Clerk of the City of Asheville within ten (10) days after the effective date of this ordinance and in case said insurance is not so filed or kept in full force and effect, the rights granted herein shall be forfeited.

...mply with all the terms and conditions of its contract with Southern Bell Telephone and ... and its contract with Carolina Power and Light Company, and shall ... all duties imposed in said contract in the operation, installation and maintenance of its ... television systems.

Section 7. The Grantee, its successors and assigns, shall not directly or indirectly engage in ... television sets or television equipment, or the repair or service of television sets or equipment within the City of Asheville for the duration of this grant, and in event said Grantee fails to comply with this section such failure shall be cause for termination of this license. Nothing herein, however, shall be ... to prohibit the Grantee from permitting use of its office and show-room by licensed television dealers ... demonstration purposes, provided said use is permitted impartially to all dealers requesting ... use.

Section 8. The Grantee shall supply its service to every person within the City of Asheville ... the use of available poles and facilities within a reasonable time after demand for such service ... in accordance with the service agreement.

Section 9. Grantee shall submit to the City Manager of the City of Asheville its proposed service ... and its subscribers and first secure the written approval thereof from the City ... before soliciting within the corporate limits of the City of Asheville. Said ... shall provide:

(a) For continuity of maintenance and service to customers of Grantee at all hours during which television programs are available through the facilities of the Grantee.

(b) That Grantee will furnish a minimum of one, and in no event more than seven television signals, and Grantee shall include at least two of the television signals which may be transmitted by local television ... in the City of Asheville when same are legally available to Grantee for distribution.

(c) For the right of termination upon not more than thirty (30) days notice by either party thereto, and in such event for a prorata refund of the installation charge in event Grantee terminates said service ... within six (6) months after its execution.

(d) Grantee ... shall have the right to assign or sublet the contract.

Section 10. Changes in the service agreement herein referred to and approved in writing by the ... of Asheville shall be made by Grantee only after written notice and application to the ... of Asheville.

Section 11. In the event this grant is terminated Grantee shall immediately terminate its said service agreements with all of its consumers in accordance with the notice and terms in said service agreement relating to termination of same.

Section 12. All rates and charges of every kind made by the Grantee shall be approved in writing by the City Manager who is hereby embolled with the power to fix said rates and charges in such amounts as will secure efficiency of public service at reasonable rates to the public and fair profit to the Grantee.

Section 13. The Grantee will conduct its service in such a manner and on such frequency as will in no way interfere with available television reception by antenna.

Section 14. The Grantee shall remove or relocate, without expense to the City, any facilities ... in the streets, ... grant if and when made necessary by any lawful change of grade, ... trust, way, alley or place, including the construction of any public work of the City.

Section 15. The Grantee shall pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this license.

Section 16. The Grantee shall file a bond running to the City of Asheville, a municipal corporation, and to all persons contracting with said Grantee for television service, in cash or a responsible insurance company to be approved by the City Manager of the City of Asheville, in a penal sum of Fifteen Thousand Dollars ($15,000.00) conditioned that Grantee shall well and truly observe, fulfill and faithfully perform each and every term and condition of this license, and the service agreements referred to in this ordinance. Said bond shall be filed with the City Clerk of the City of Asheville within ten (10) days after the effective date of this ordinance and in case said bond shall not be so filed or kept in full force and effect, the rights herewith granted shall be forfeited.

Section 17. The rights granted herein shall not be assigned by Grantee without approval of ... by resolution duly enacted.

Section 18. ... Grantee shall fail, neglect, or refuse to strictly comply with any of the ... conditions of this grant or fail to provide or secure efficiency of public service at ... rates, ... the property in good condition throughout the full term of the grant and when the grant of the franchise or right is made, then and in either of these events, the City Council of the City of Asheville, ... its legislative authority may declare this grant forfeited and terminated.

Section 19. The Grantee herein agrees to furnish free of charge one outlet for its service to each of the public schools, police and fire stations within the Corporate City Limits, provided said ... are ... to poles or facilities.

Section 20. This ordinance and the rights granted therein shall take effect when approved by the voters of the City of Asheville in an election as by law provided.

I move the adoption of the foregoing ordinance, this 9 day of April, 1953.

Graham Morrison
COUNCILMAN

SECONDED BY: W. I. Abernethy
COUNCILMAN

... and adopted, this 9 day of April, 1953.

ATTEST: ...:

Robt. L. Ellis
CORPORATION CLERK

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Councilman Peterson introduced a resolution entitled "RESOLUTION PROVIDING FOR THE SUBMISSION TO THE VOTERS OF THE CITY OF ASHEVILLE OF AN ORDINANCE ENTITLED 'AN ORDINANCE GRANTING COMMUNITY TV SYSTEMS, INC., THE RIGHT, PRIVILEGE, PERMISSION AND LICENSE TO CONDUCT A TELEVISION SIGNAL AND/OR SIGNALS DISTRIBUTION SYSTEM'", which was, upon motion of Councilman Peterson, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 163.

Councilman Morgan introduced a resolution relocating a portion of Glenwood Road, and authorizing deeds therefor, which was, upon motion of Councilman Morgan, seconded by Councilman Morrison, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 165.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made this 1st day of April, 1953 by and between VERNE RHOADES and wife, DOROTHEA W. RHOADES, hereinafter called Grantors, and CITY OF ASHEVILLE, a Municipal Corporation, hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, the following particularly described real estate, located in Buncombe County, North Carolina for street purposes: Located in the City of Asheville, and

BEGINNING at a stake at the intersection of the North margin of King Street with the West margin of Glenwood Road, as presently located, and runs thence with the present West margin of Glenwood Road, North 15 deg. 58' West 79.5 feet to a stake therein; thence leaving the margin of said road, runs South 5 deg. 09' East 76 feet to a stake in said Northern margin of King Street; thence with said margin of said King Street, North 86 deg. 30' East 15 feet to the BEGINNING.

This conveyance is made subject to 1953 taxes.

A. R. Gephart and wife, Pearl H. Gephart, join in this conveyance as Grantors for the purpose of releasing any interest or claim which they or either of them may have in the conveyed premises by, through or under an unregistered option which they hold on the premises, but do not join in the covenants and warranties hereinafter contained.

TO HAVE AND TO HOLD the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Verne Rhoades (SEAL)

Dorothea W. Rhoades (SEAL)

A. R. Gephart (SEAL)

Pearl H. Gephart (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made this 9th day of April, 1953, by and between CITY OF ASHEVILLE, a municipal corporation, hereinafter called Grantors, and ROBERT B. JUSTICE, hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey, quit-claim and confirm unto the Grantees, their heirs and/or successors and assigns, all its right, title and interest in the following particularly described real estate, located in Buncombe County, North Carolina, to-wit:

Located in the City of Asheville, and BEGINNING at a stake at the intersection of the north margin of King Street with the eastern margin of Glenwood Road as presently located, and runs thence with the present eastern margin of said Glenwood Road north 15 deg. 58' West 79.5 feet to a stake therein; thence leaving the margin of said road and runs South 5 deg. 9' East 76 feet to a stake in said northern margin of King Street; thence with said margin of said King Street North 86 deg. 30' East 15 feet to the BEGINNING.

TO HAVE AND TO HOLD the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

CITY OF ASHEVILLE

By _____ E. W. Eller
MAYOR

[illegible] the operating statement showing the budget position of the [illegible] April 14, 1953.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 16, 1953 - 4:00 o'clock P. M.

[illegible] Thursday, April 16, 1953, at 4:00 o'clock P. M. with Mayor [illegible] Councilmen Abernethy, Theodore Sumner, F. M. Mulvaney, M. C. Peterson, [illegible] Morgan, City Manager Wolcott Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

[illegible] were read and approved.

[illegible] Abernethy introduced a resolution appointing Asheville School Board, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

[illegible] will be found in Resolution Book #3 at page 166.

[illegible] introduced a resolution appointing Director of Civil Service and member of [illegible] session of the General Assembly of North Carolina, which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 167.

[illegible] statement concerning the new Civil Service Act as follows:

"In connection with this new Civil Service Act under which we are today choosing two members of the new Civil Service Board and are setting out the procedure for an election of two members by some 500 employees now under civil service, I would like to make these observations concerning some three points about which there still seems to be some misunderstanding.

"Now that the 1947 Civil Service Act is abolished, this is the first time since 1947 that the City Council has had complete control over the Police Department, and has been able to [illegible] of Police service. I am sure I speak for the entire [illegible] all our departments operate at their peak efficiency for good public service. However, no purge of any department is contemplated. I wish to assure every employee of the city that his job is secure so long as he performs his duties to the best of his ability and for the good of the Police service.

"I wish to take this opportunity to state that the pension retirement and disability acts for the policemen and firemen are in no way connected with either the new or old civil service law."

Ordinance #355, being

Councilman Morgan introduced/"AN ORDINANCE ESTABLISHING THE PROCEDURE FOR THE ELECTION OF TWO MEMBERS OF THE CIVIL SERVICE BOARD BY THE EMPLOYEES IN THE CLASSIFIED SERVICE", which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, and after having been read in full, unanimously passed [illegible] vote:

[illegible] voted "aye" — Councilman Sumner voted "aye"
[illegible] Mulvaney voted "aye" — Councilman Morgan voted "aye"
Councilman Peterson voted "aye" — Mayor Eller voted "aye"

Councilman Morgan moved that the requirement that this Ordinance be read on three separate days be dispensed with, which [illegible] seconded by Councilman Mulvaney, and unanimously adopted.

[illegible] "AN ORDINANCE ESTABLISHING THE PROCEDURE FOR THE ELECTION OF TWO [illegible] SERVICE", was, upon motion of Councilman Morgan, [illegible] passed on its second reading with the following vote:

[illegible] voted "aye" — Councilman Sumner voted "aye"
Councilman Mulvaney voted "aye" — Councilman Morgan voted "aye"
Councilman Peterson voted "aye" — Mayor Eller voted "aye"

Ordinance #355, being "AN ORDINANCE ESTABLISHING THE PROCEDURE FOR THE ELECTION OF TWO MEMBERS OF THE CIVIL SERVICE BOARD BY THE EMPLOYEES IN THE CLASSIFIED SERVICE", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Sumner voted "aye"
Councilman Mulvaney voted "aye" — Councilman Morgan voted "aye"
Councilman Peterson voted "aye" — Mayor Eller voted "aye"

ORDINANCE NO. 355

AN ORDINANCE ESTABLISHING THE PROCEDURE FOR THE ELECTION OF TWO MEMBERS OF THE CIVIL SERVICE BOARD BY THE EMPLOYEES IN THE CLASSIFIED SERVICE

WHEREAS, at the 1953 session of the General Assembly of North Carolina, a bill [illegible] entitled "AN ACT [illegible] DEPARTMENT OF CIVIL SERVICE [illegible] CITY OF ASHEVILLE, [illegible] CIVIL SERVICE BOARD [illegible] EMPLOYEES IN THE CLASSIFIED SERVICE", [illegible] and ratified on April 10, 1953; and

WHEREAS, said Act provides, among other things, that the City Council shall by ordinance establish the procedure for the election of the representatives of the employees in the classified service on the Civil Service Board; and

WHEREAS, said Act requires that two members of the Civil Service Board [illegible] employees of the classified service within fifteen days after the names of two members thereof by the Council, which said members were chosen and named by the Council on April 16, 1953; and

WHEREAS, it would be impossible to set out the procedure for said election of two members of the Civil Service Board by the members of the classified service, as required by said Act known as House Bill 835 within the fifteen days required by said House Bill, unless this ordinance be declared an emergency measure and/or directing administrative action;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the procedure for the election of the representatives of the employees in the classified service in accordance with the Act passed by the General Assembly of North Carolina at its 1953 session, known as House Bill 835, shall be substantially as follows:

(1) That the City Manager in calling the election of the members of the classified service of the city for the purpose of electing two members to the Civil Service Board and in giving written notice of such election to each employee of said classified service shall also advise in said notice that the members of the Civil Service Board must all be qualified voters of the City of Asheville, not employed by the City.

(2) That the City Manager make a list of the names of those persons who are employees of the City of Asheville who are in the classified service of the city as defined in said act known as House Bill 835, and to whom notices are to be given of said election; and only those persons whose names appear on such list shall be qualified and entitled to vote in said election.

(3) There shall be one polling place in the City Hall Building, one polling place in the Municipal Building housing the Police, Fire and Health Departments, and one polling place in the City Garage on Valley Street.

(4) The City Manager shall select two persons for each of the above polling places, who shall be known as Superintendents of Election for such polling places, and who shall open the polls and superintend the same until the close of the election. They shall keep poll books in which shall be entered the name of every person who shall vote, and at the close of the election they shall certify the same over their proper signatures, and deposit them with the City Clerk.

(5) The polls shall be open on the day of election from 7:00 a. m. until 9:00 a. m., and from 2:00 p. m. to 5:00 p. m., and no longer; and each person whose name appears on the list hereinbefore referred to shall be entitled to vote.

(6) Voting in said election shall be by secret ballot.

(7) When the election shall be finished the Superintendents of Election shall open the boxes and count the ballots; and the counting of ballots shall be continued without adjournment until completed, and the result thereof declared.

(8) The Superintendents of Election of each polling place shall appoint one of their number to attend the meeting of the Board of Canvassers as a member thereof, and shall deliver to the member who shall have been so appointed the original returns of the result of the election in such polling place; and the members of the Board of Canvassers who shall have been so appointed shall attend the meeting of the Board of Canvassers and shall constitute the Board of Canvassers for such election, and a majority of them shall constitute a quorum.

(9) The Board of Canvassers shall meet on the next day after the election at 10:00 a. m. in the City Council Chamber.

(10) The Board of Canvassers shall at its meeting in the presence of such persons whose names appear on said list as choose to attend open, canvass and judicially determine the result, and shall make abstracts stating the number of ballots cast at each polling place for members of the Civil Service Board, the name of each person voted for, and the number of votes given to each person, and shall sign the same. It shall have power and authority to pass upon all the votes relative to the election and determine and declare the result of the same, and it shall file two certified copies of such result, one copy of which shall be filed with the City Manager of the City of Asheville, and one with the City Clerk of the City of Asheville, who shall present such certification to the Council at its next regular meeting.

...as members of the Civil Service Board and a single ballot ... for the person casting the ballot to write in the names of his ... of such person as a candidate shall count as one ... shall be counted when a voter writes in the names of three ... provided, further, that in event a voter writes in the name of ... voted, that such ballot shall be counted as only one vote ...

... exact number of votes in the election shall be elected as ...

... perform such other acts in connection with this election as ... municipal election, not inconsistent with this ordinance and not in- ...

... sentence, clause or phrase of this ordinance is for any ... affect the validity of the remaining portions of this or- ... shall have passed this ordinance and each section, sub- ... notwithstanding the fact that any one or more sections, sub-sections, ... shall be void.

... all ordinances or parts of ordinances in conflict herewith be and are hereby ...

... an emergency measure providing for the immediate preserva- tion of the peace, property, health and/or safety of the city and/or directing administrative action be and is hereby declared an emergency measure and shall become effective immediately upon its passage.

... this 16 day of April, 1953.

C. E. Morgan
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

... April, 1953, to become effective 16 day of April, ... 3.

F. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

... was upon motion adjourned.

Margaret Simmons
CITY CLERK

...day, April 23, 1953 - 4:00 o'clock P. M.

... Thursday, April 23, 1953, at 4:00 o'clock P. M. with Mayor ... presiding. There were present Councilmen F. W. Mulvaney, C. E. Morgan, M. O. Peterson, Theodore Sumner, ... and Mayor F. W. Eller.

... were duly approved.

... property owners appeared to say that the area of Haywood ... Petitioned That said area be limited to Neighborhood Trading Area. ... matter be referred to the Planning and Zoning Commission ... by Councilman Mulvaney and unanimously adopted.

... a report from the City Board of Elections as to the results ... 1953.

CITY BOARD OF ELECTIONS

... Asheville, N. C.

April 22, 1953

... a Primary Election was held for the City of Asheville for the ...

Whereas, certificates of result of said primary were certified by the election officials to the City

... Elections, and to the Chief Executive Officer of the City of Asheville, 10:00 A. M. ... 22, ... and

Whereas, said City Board of Elections canvassed ... the City Hall, ... 28 duly registered voters; and

Whereas, the results of said primary were read at the front door of the City Hall, ... were ... under oath by the City Board of Elections and filed with the Chief Executive Offi- ... City of Asheville, to be kept in the archives of the city for public inspection, all in accordance with ...

Now, therefore, this is to certify that the canvass made of all the votes cast in said primary ... is as follows:

...el W. Eller	received	5...	votes
Theodore P. Sumner	"	4794	"
Clarence E. Morgan	"	5602	"
Frank M. Mulvaney	"	4037	"
Myron C. Peterson	"	4596	"
Walter I. Abernethy	"	5323	"
Richard L. Coleman	"	4317	"
Leontine R. Plonk	"	4529	"
Lottie Brewer Sapp	"	1158	"
I. W. Lotary	"	4610	"
Chas. M. Britt	"	4486	"
Dan William Foster	"	4329	"
Robert M. Hendrick	"	3970	"

... as a result of said canvass and tabulation the City Board of Elections hereby judicially determines and ... declares that:

Frank M. Mulvaney
Clarence E. Morgan
Fred W. Eller
Walter I. Abernethy
Theodore P. Sumner
I. W. Lotary
Myron C. Peterson

... have received the highest number of votes cast and to have received the majority of the votes cast in the ... Democratic Primary held on said April 21, 1953, and they are therefore declared to be the seven members of said party nominated by said party at said election, and they are hereby declared to be the nominees of the Democratic party for members of the Council of the City of Asheville, and their names ordered placed upon the ballot to be used at the General Election on May 12, 1953 as their party's candidates for such offices.

This is to further certify that the canvass made of all the votes cast in said primary for the Republican party, as tabulated by said Board of Elections, is as follows:

James F. Barrett	received	225	votes
H. W. Elliott	"	223	"
E. M. West	"	222	"
James Leonard Brown, Jr.	"	219	"
A. Liston Sams	"	208	"
Fred Severance	"	174	"
G. M. Romine	"	164	"
Victor Stanley McDowell	"	162	"

... as a result of said canvass and tabulation the City Board of Elections hereby judicially determines and declares that:

James F. Barrett
H. W. Elliott
E. M. West
James Leonard Brown, Jr.
A. Liston Sams
Fred Severance
G. M. Romine

to have received the highest number of votes cast and to have received the majority of the votes cast in the Republican Primary held on said April 21, 1953, and they are therefore declared to be the seven members of said party nominated by said party at said election, and they are hereby declared to be the nominees of the Republican party for members of the Council of the City of Asheville, and their names ordered placed upon the ballot to be used at the General Election on May 12, 1953 as their party's candidates for such offices.

Respectfully submitted,

S/ Paul S. Jones
Chairman

S/ George W. Mitchell
Secretary

S/ H. R. Logan

STATE OF NORTH CAROLINA,
CITY OF ASHEVILLE,
COUNTY OF BUNCOMBE.

This day personally appeared before me Paul S. Jones, George W. Mitchell, and Harry R. Logan, Board of Elections for Asheville, who, being duly sworn, says that the statement of votes herein contained is true and accurate, according to the votes cast and counted at said precincts.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal, this the 22nd day of April, 1953.

S/ Margaret Simmons
Notary Public

My commission expires:
Jan. 6, 1954

...meeting was upon motion adjourned.

Margaret Lemmon
CITY CLERK

Thursday, April 30, 1953 --4:00 o'clock P. M.

...session Thursday, April 30, 1953, at 4:00 o'clock P. M. with ...Alderman M. C. Peterson, C. E. Morgan, W. M. Mulvaney, W. I. ...Weir, Corporation Counsel R. W. Wells, and Mayor E. W. ...

...read and approved.

...the Planning and Zoning Commission recommending that no action ...the area of Haywood Road from Johnson School Road to ...

April 24, 1953

...Planning and Zoning Commission ...area of Haywood Road from ...and unanimously passed ...time.

...very truly yours,

Anthony Redmond
Secretary

...Planning and Zoning Commission recommending that the ...rezoning from RA-6 Residential area to Commercial District ...Riverside Drive.

April 29, 1953

...Council.

...only by the City Council a hearing was called ...April 28th, 1953 in the City Council Chamber, ...to the Council of the City of Asheville that ...rezoning from RA-6 Residential area to Commercial Di... Drive described as follows:

...Ward 3 in the western margin of Pearson ...southeast corner of the same; to the ..., 93, 98, 87, 86, 85, 36 to a point in the southern ...southeast corner; thence with the rear or southeastern ...of said lot 10; thence in a northeasterly direc... said lot 20 to its ... ; thence with the south and east ... in a westerly direction to the southeast corner of ... lot 27 in a northerly direction to the southern rear ... line of lot 24 in an eastern direction to the ... Street in a northwesterly ... with the southwest line of Lot 32 and an extension ... limit lines; to the ... the city limit line in a westerly ... the French Broad River; thence following said city ... to the southern margin of Pearson Bridge ... said margin of said Pearson Bridge Road in an ... Riverside Drive to the place of BEGINNING.

Yours very truly,

Anthony Redmond
Secretary

...briefly in opposition to this proposed amendment,

Councilman Sumner moved that the Planning and Zoning ... proposed amendment and that all interested parties be notified of their hearing, ... property owner join in the petition, which motion was ...

Mr. J. W. McMary discussed briefly the question of Civil Service as it applies to city employees.

There being no further business, the meeting was upon motion adjourned.

Margaret Lemmon

... , 1953 -- 4:00 o'clock P. M.

The City Council met in regular session Thursday, May ..., 1953, at 4:00 o'clock P. M. ... presiding. Present: Councilmen Graham Morrison, M. C. Peterson, W. M. Mulvaney, ... Morgan, City Manager Melton Weir, Corporation Counsel R. W. Wells, and Vice-Mayor H. I. ...

The minutes of the ... meeting ... were read and approved.

A petition ... property ... was presented ... followed by ...

RESULT OF ... ELECTION

... the unofficial ... of Asheville, ... 30, 1953, and ... met at the ... at 12:00 ... May 1, 1953, ... General Assembly of ... the following ... votes:

...	... Ward	... Ward	... Ward	Total
... W. Bailey	137	93	141	371
Mary D. Bell	133	97	137	367
... Brady	1	64	38	103
Calvin Campbell	0	60	8	68
... L. Day	0	5	0	5
... W. ...	0	2	0	2
Guy Wells	0	1	0	1
S. P. Hunter	1	0	0	1
... W. ...	1	0	0	1

We, therefore, ... duly elected ... to ... for the ensuing two years:

... W. Bailey, having received 371 votes

Mary D. Bell, having received 367 votes

... two highest and being qualified voters of the City of Asheville, ... by the City, ... duly elected members of the Civil Service Board of Employees in the classified service, in accordance with ... 435 of the General Assembly of North Carolina ... and Ordinance No. 355 of the City of Asheville, for a term of two years.

... Jones
... L. ...
... L. ...
... of Election

... -
...

Councilman Peterson introduced Ordinance No. 366, being "AN ORDINANCE ... PRIVILEGE ... OF THE CITY OF ASHEVILLE ... FOR THE FISCAL YEAR BEGINNING JUNE 1, 1953 and ENDING MAY 31, 1954", which was, upon motion of Councilman Peterson, seconded by Councilman ... unanimously passed on its first reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Sumner voted "aye"
Councilman ... voted "aye"
Councilman Morgan voted "aye"
Vice-Mayor Abernethy voted "aye"

... -
... MAY -
... City Building

Councilman Mulvaney introduced a resolution authorizing and directing Vice-Mayor to execute lease with State of North Carolina Department of Conservation and Development, Division of Forestry for space in City

...Council was adopted, unanimously ...ed,

...#3 at page 168.

...ay of ...ay, 1953, by and between the CITY OF ASHEVILLE, ... laws of the State of North Carolina, hereinafter ... ERVATION AND DEVELOPMENT, DIVISION OF ...

WITNESSETH:

...mutual promises for the consideration hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 513, containing 443 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina.

2. To have and to hold the said premises with their appurtenances for the term of one year beginning ...ay 1, 1953.

...lease for an additional one year upon the same ...

...($1.00) per square foot ... in advance on the first day of each month during ... of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without ...

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and ... excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, ..., but the Lessor shall not be liable for any ... caused by the negligence of Lessee, his agents, servants, or employees.

8. In case of partial destruction by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, ... the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at his option within thirty days from such destruction decline to rebuild said premises, whereupon said lease shall immediately become and be void and ...

... by either ... equipment put in at the ... surrender ...

11. ... and agreed that in case the demised premises shall be ... assignment of the rent for any part thereof as herein specified, or ... the Lessee shall sell, assign, or mortgage this lease or if default ... agreements in this lease contained on the part of ... fail to comply with any of the statutes, ordinances, ... Government or of any and all ... liable to civil process, or if the Lessee shall file a petition in bankruptcy or be ... for the benefit of creditors or take advantage of any insolvency ..., thereafter terminate this lease and the term thereof, by ... in writing of its intention so to do, and upon the giving of such ... shall terminate, expire and come to an end on the date fixed in ... as the date originally fixed in this lease for the termination or expiration ... Lessee addressed to the demised premises.

... hereof, the said Lessor has caused these presents to be signed by W. I. Abernethy, Mayor, and attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, and the Lessee has hereunto set his hand and seal, or caused these presents to be signed by its duly authorized agent; this contract ... in duplicate originals.

CITY OF ASHEVILLE

By _____ VICE-MAYOR

ATTEST:

STATE OF NORTH CAROLINA DEPARTMENT OF CONSERVATION AND DEVELOPMENT, DIVISION OF FORESTRY

By _____

... Civil Service Board and Members thereof, ... Councilman Morgan, unanimously adopted.

... in Resolution Book #3 at page 169.

...ville, April 30, 1953.

...There being no further business, the meeting was ...

Walter I. Abernethy
Vice-Mayor

Margaret Simmons

Thursday, May 14, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 14, 1953, at 4:00 o'clock P. M. with Vice-Mayor Abernethy presiding. Present: Councilmen M. C. Peterson, C. E. Morgan, F. M. Mulvaney, Theodore Sumner, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor W. I. Abernethy.

The minutes of the previous meeting were read and approved.

ORDINANCE #356 - AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1953, AND ENDING MAY 31, 1954 - Second Reading

Ordinance No. 356, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1953 AND ENDING MAY 31, 1954", was, upon motion of Councilman Peterson, seconded by Councilman Morrison, unanimously passed on its second reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Vice-Mayor Abernethy voted "aye"

GENERAL MUNICIPAL ELECTION - REPORT

City Manager Weir presented a report from the Municipal Board of Elections showing the result of the General Municipal Election held on May 12th.

MUNICIPAL BOARD OF ELECTIONS

Asheville, N. C.

May 13, 1953

Mr. Weldon Weir,
City Manager,
Asheville, N. C.

Dear Sir:

WHEREAS, on Tuesday, May 12, 1953 the Municipal General Election for City Councilmen of the City of Asheville was held for the City of Asheville for the nominees of the Primary Election held on April 21, 1953; and

WHEREAS, certificates of result of said General Municipal Election were certified by the election officials to the Municipal Board of Elections and to the Chief Executive Officer of the City of Asheville by 10:00 o'clock A. M. on May 13, 1953; and

WHEREAS, said Municipal Board of Elections canvassed and tabulated said official returns from all 24 city polling precincts for said General Municipal Election; and

WHEREAS, the result of said election was published immediately by reading at the front door of the City Hall;

NOW, THEREFORE, attached hereto find certified copy of resolution of the Municipal Board of Elections relating to the canvassing of the returns of the General Municipal Election for seven offices of Councilmen of the City of Asheville held May 12, 1953, and declaring the result thereof, together with sworn statement tabulating such returns.

Yours very truly,

S/ Paul S. Jones
Chairman

S/ Geo. W. Mitchell
Secretary

S/ H. R. Logan

RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE HELD MAY 12, 1953, AND DECLARING THE RESULT THEREOF

BE IT RESOLVED BY THE MUNICIPAL BOARD OF ELECTIONS OF THE CITY OF ASHEVILLE:

Section 1. That the returns of the General Municipal Election for city officials held on May 12, 1953 in the City of Asheville having been received from the registrars and judges of election in the various

precincts of the city, and this Board having canvassed the same, the following facts are hereby found and determined:

(a) That each registrar and judge for said General Municipal Election for city officials held in the City of Asheville on May 12, 1953 was duly qualified by law and had taken the necessary oath.

(b) That the election officers had incorporated in their returns the number of votes cast for Councilmen in each precinct.

(c) That no complaints have been made to this Board against the regularity of said election, and that this Board believes that said election was conducted in full compliance with law and the orders of this Board.

Section 2. That from the canvass so made this Board has judicially determined the result of the voting in said General Municipal Election, and makes the following tabulation of the returns of said election, which tabulation correctly shows the designations of the several precincts at which such election was held, and the number of legal ballots cast in each precinct for such office, the name of each person voted for and the number of votes given to each person for each different office, and the totals of such numbers:

PRECINCTS

For Councilmen	1	2	3	4	5	6	7	8	9	10	11	12	13
Walter I. Abernethy	113	96	121	151	175	122	113	118	107	35	110	150	50
Earl W. Eller	107	96	119	148	174	120	110	112	102	36	109	145	50
J. W. McRary	121	109	122	184	188	137	123	125	119	34	123	163	51
Clarence E. Morgan	106	97	118	151	174	119	110	114	107	35	110	149	51
Frank M. Mulvaney	118	106	123	177	186	136	128	121	116	39	123	162	52
Myron C. Peterson	107	92	118	146	171	118	109	112	98	39	111	146	49
Theodore B. Sumner	110	94	119	148	173	117	108	113	98	36	111	145	49
James F. Barrett	25	31	15	64	33	45	47	25	41	5	34	43	8
H. W. Elliott	27	34	14	53	34	42	42	26	39	5	31	40	10
G. M. Romine	24	33	14	49	32	39	36	17	36	5	30	37	6
Fred Severance	27	35	12	58	35	41	41	18	33	6	31	35	6
E. M. West	27	35	14	52	33	36	44	23	35	6	30	37	5
Halsey Leavitt				3									
Don Elias				1									
W. Harold Sams				1									
Mrs. Carl Plonk						1							
Mrs. Sapp						1							
Sams							2						
Judd							2						
Stanley McDowell								2	2	1			1
O. F. Young													1
Robert Hendricks													1

PRECINCTS

For Councilmen	14	15	16	17	18	19	20	21	22	23	24	Totals
Walter I. Abernethy	315	106	139	122	46	225	166	105	188	206	95	3174
Earl W. Eller	318	107	138	118	45	224	161	102	175	199	94	3109
J. W. McRary	316	114	157	136	62	250	194	120	222	250	99	3520
Clarence E. Morgan	318	105	139	124	49	225	155	102	174	200	91	3126
Frank M. Mulvaney	328	119	151	133	59	249	193	121	225	246	101	3512
Myron C. Peterson	316	103	134	121	46	220	154	99	181	189	92	3071
Theodore B. Sumner	311	107	133	121	47	216	157	98	178	191	88	3068
James F. Barrett	26	25	27	24	30	46	59	33	81	97	35	899
H. W. Elliott	21	22	28	23	29	43	56	32	79	96	32	858
G. M. Romine	22	24	26	22	28	49	48	28	63	77	32	777
Fred Severance	21	22	29	26	26	38	50	30	63	80	33	796
E. M. West	22	23	28	19	28	40	55	30	63	79	32	796
L. Sapp									1			2
V. S. McDowell									2			8
Robert M. Hendrick									1			2
M. F. Lominac									1			1
Dan Judd									1			3
Halsey Leavitt												3
Don Elias												1
W. Harold Sams												1
Mrs. Carl Plonk												1
Sams												2
O. F. Young												1

Dated this 13th day of May, 1953.

S/ Paul S. Jones

S/ Geo. W. Mitchell

S/ H. R. Logan
Members of the Municipal Board of Elections

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

Subscribed and sworn to before me, this 13th day of May, 1953.

S/ Margaret Simmons
Notary Public

My commission expires: Jan. 6, 1954
(Seal)

Section 3. That from the Canvass so made it is judicially determined and declared:

(a) That the following seven men were officially elected to the office of City Councilmen for the City of Asheville:

Walter I. Abernethy
Earl W. Eller
J. W. McRary
Clarence E. Morgan
Frank M. Mulvaney
Myron C. Peterson
Theodore B. Sumner

Section 4. That the result of said election shall be published immediately by reading at the front door of the City Hall, as required by the Charter of the City of Asheville.

Section 5. That a certified copy of this resolution, with the tabulation set forth in Section 2 made by the members of the Municipal Board of Elections under oath, shall be filed with the City Manager of the City of Asheville.

George W. Mitchell moved the passage of the foregoing resolution and Harry R. Logan seconded the motion. After full discussion said resolution was voted on and declared passed, those voting for said resolution being Paul S. Jones, George W. Mitchell and Harry R. Logan, and those voting against said resolution being none.

We, members of the Municipal Board of Elections of the City of Asheville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of a resolution entitled: "RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE HELD MAY 12, 1953, AND DECLARING THE RESULT THEREOF", which was duly adopted May 13, 1953 by the Municipal Board of Elections of said City.

WITNESS our hands, this 13 day of May, 1953.

S/ Paul S. Jones

S/ Geo. W. Mitchell

S/ H. R. Logan
Members of the Municipal Board of Elections of the City of Asheville

There being no further business, the meeting was upon motion adjourned.

W. I. Abernethy
VICE-MAYOR

Margaret Simmons
CITY CLERK

Monday, May 18, 1953 -- 10:00 o'clock A. M.

The newly elected City Council held its organization meeting at 10:00 o'clock Monday, May 18, 1953, with the retiring Vice-Mayor, Mr. W. I. Abernethy, presiding.

The Reverend Nane Starnes rendered the invocation.

The members of the City Council took the oath of office in a body, which oath was administered by Mr. J. Ed Swain, Clerk of the Superior Court, as follows:

COUNCILMEN: Frank M. Mulvaney
M. C. Peterson,
Walter I. Abernethy
Theodore B. Sumner
Walter McRary
Clarence E. Morgan

ELECTION OF MAYOR

Before asking for nominations for Mayor, Mr. Abernethy asked the pleasure of the Council as to the mode of voting.

Councilman Morgan moved that the procedure be nomination, without a second, and by voice vote, which motion was unanimously adopted by the Council, after being duly seconded.

Whereupon, Mr. Abernethy announced that the floor is open for election of Mayor.

Councilman Sumner nominated for the office of Mayor Mr. Earl W. Eller.

Councilman McRary nominated for the office of Mayor Mr. Frank M. Mulvaney.

Councilman Sumner moved that the nominations be closed, which motion was duly seconded, and unanimously adopted.

Councilman Mulvaney announced that he was not seeking the office of Mayor, but would accept the position if offered.

Mrs. George Todd spoke in favor of the nomination of Mr. Mulvaney.

Mr. Abernethy ruled that vote on Mayor would be taken by ballot with no objection by Council. There being no objection by Councilmen

a vote was taken by ballot, and Mr. Abernethy announced that Mr. Eller received four votes and Mr. Mulvaney two votes, and therefore Mr. Eller was declared elected as Mayor.

MAYOR

Mr. Abernethy announced that the next order of business was the election of Vice-Mayor.

Councilman Morgan nominated Mr. Walter I. Abernethy as Vice-Mayor.

Councilman Sumner moved that the nominations be closed, which motion was duly seconded and unanimously adopted.

Mr. Abernethy requested Mr. Morgan to take the vote on this nomination. A vote was taken and Mr. Abernethy was unanimously elected as Vice-Mayor.

Councilman Peterson nominated Mr. Weldon Weir for City Manager. There being no further nominations, a vote was taken and Mr. Weir was unanimously elected as City Manager.

Councilman Morgan nominated for Corporation Counsel Mr. Robert W. Wells. There being no further nominations, a vote was taken and Mr. Wells was unanimously elected as Corporation Counsel

APPOINTMENT OF CITY CLERK

Councilman Mulvaney nominated for City Clerk Miss Margaret Simmons. There being no further nominations, a vote was taken and Miss Simmons was unanimously elected as City Clerk.

The oath of office was administered to the City Manager, Corporation Counsel, and City Clerk by Mr. J. Ed Swain, Clerk of the Superior Court.

Councilman Morgan introduced a resolution designating banking depositories for city funds, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 170.

BOND OF CITY OFFICIALS AND EMPLOYEES

Councilman Peterson introduced a resolution designating the officers and employees who shall give bonds for performance of their duties and setting amounts thereof, which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 171.

F. J. Padgett	Office Manager Water Dept.	$3,000
J. W. Weir	City Manager	10,000
Mae McFee	Sec'y Health Dept.	1,000
H. C. Gudger	Super. Real Estate	1,000
E. M. Lyda	Lic. Tax Coll.	2,000
F. W. Bradley	Lic. Tax Coll.	2,000
L. M. Ducker	Clk. Public Works	1,000
A. C. Dunn	Clk. Water Dept.	1,000
M. R. Arp	Clk. Acc't Dept.	1,000
L. E. Johnson	Collector	2,000
H. H. Hayes	Mgr. City Aud.	1,000
W. E. Shope	Timekeeper	1,000
B. Swicegood	Cashier Acc't	1,000
H. McDonald	Sup't of Parks	2,000
S. J. Hagen	Coll. Park. Meters	1,000
M. Wilson	Clk. Pub. Safety	1,000
E. L. Cole	Sec'y Police Crt.	1,000
Rose McFee	Clk. Health Dept.	1,000
M. A. Roberts	Clk. Water Dept.	1,000
J. R. McMahon	Cashier Wat. Dept.	2,000
J. O. Hudgins	Clk. Water Dept.	1,000
S. Bird	Out. Coll. Wat. Dept.	1,000
W. S. Rudy	City Acc't.	10,000
T. J. Parker	Desk. Sgt. Police	1,000
T. H. Hayes	Clk. Acc't Dept.	1,000
E. Ballard	Prop. Mun. Golf	1,000
M. V. Poindexter	Ass't. Cashier Water Dept.	1,000
J. W. Trulove	Police Dept.	1,000
R. E. James	Mgr. Rec. Pk. & Tax Dept.	2,000
E. G. Nicholson	Desk Sgt.	1,000
A. J. Creasman	Cap't of Police	1,000
M. H. Ligon	Hd. Pub. Lib.	1,000
G. C. Wible	Clk. of Police	2,000
H. S. Hyder	Wat. Dept. Empl.	1,000
E. M. Eller	Clk. in Crt.	1,000
R. H. Reese	Lt. of Police	2,000
E. V. Bradley	Mtr. Coin Coll.	1,000
C. C. Waddell	Chf. of Police	2,000

E. W. Hensley	Clk. Acc't Dept.	$3,000
A. R. Sluder	Asst. Chf. of Police	1,000
W. A. Swain	Water Dept.	1,000
A. E. Brown	Water Dept.	1,000
Mrs. Mary Waters	Water Dept.	1,000
H. Dunlap	Marketmaster	1,000
F. E. Williams	Storekeeper	1,000
Mrs. A. Felmet	Clk Acc't.	1,000
Mrs. S. Gerremonte	Clk Acc't.	1,000

TIME OF WEEKLY MEETINGS

Councilman McRary introduced resolution prescribing the time and day of the weekly meeting of the City Council, which was, upon motion of Councilman McRary, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 172.

SALARIES OF CITY OFFICIALS

Councilman Sumner moved that the salaries of city officials remain the same, which motion was seconded by Councilman Morgan and unanimously adopted.

This concluded the organization meeting of the Council, and Vice-Mayor Abernethy announced that the Council would now proceed with its regular order of business.

The minutes of the previous meeting were read and approved.

ORDINANCE #356 - AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE [illegible] TAXES OF THE [illegible] FOR THE FISCAL YEAR BEGINNING JUNE 1, 1953, AND ENDING MAY 31, 1954 - third and final reading

Ordinance #356, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1953 AND ENDING MAY 31, 1954", was, upon motion of Councilman Peterson, duly seconded, unanimously passed on its third and final reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Vice-Mayor Abernethy voted "aye

ORDINANCE NO. 356

AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1953 AND ENDING MAY 31, 1954

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1953, to the thirty-first day of May, 1954, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1953, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.

3. Shooting Galleries
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1.	Pawnbrokers	$ 1,000.00
2.	Junk Dealers	1,000.00
3.	Electrical Contractors	1,000.00
4.	Electric Sign Contractors and Hangers	500.00
5.	Plumbing Contractors	1,000.00
6.	Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00
	Doing such work costing over $300.00	1,000.00
7.	House movers	500.00
8.	Taxicabs	500.00

Section 5.

That whenever the word "person" is used in this ordinance, the same shall be construed to include "firms", "companies", "corporations", and "associations".

Section 6.

Where the amount to be paid for license depends upon the amount of gross sales or receipts, or other facts to be ascertained, it shall be the duty of persons applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts during the preceding months, quarter, or year, as the case may be, and such other and further proof as the Director of Finance may require, shall be rendered said Director of Finance; and in either case, the Director of Finance shall not be required to receipt for the money or issue any license until satisfactory proofs are furnished. In case the business for which the license is required is commenced after June 1, 1953, and the tax on such business is based upon gross sales or receipts or facts to be ascertained, the license shall be assessed upon the probable gross sales or receipts during a term of one year; or if the amount of tax to be paid is determined by other facts to be ascertained, then a sworn statement as to such facts shall be made, and the license based thereon. Provided, however, that the Director of Finance shall have the right at any time during the period covered by any license to require of such licensee additional sworn statements as to the sales and receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7.

When any business is begun after Jan. 1, 1954 the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, Article 2, Schedule B, Sub-section B, of the Revenue Act of the State of North Carolina for 1939, as amended.

Section 8.

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9.

Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid, for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10.

A separate license shall be required for each place of business, and every class of business

for which a license tax is required by this ordinance.

Section 11.

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager, or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the licensee does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00 dollars. Each day such business is conducted after revocation or suspension of license, shall constitute a separate offense.

Section 12.

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 1953-54, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13.

That every person who shall violate any provision of this ordinance, or carry on any business, trade, or vocation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14.

When a license is issued, it is presumed that the location of the business or the kind of business licensed is not prohibited by some other ordinance, however, if same is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

LICENSE SCHEDULE

Section 15

"A"

ABATTOIR, OR SLAUGHTER HOUSE.

Per Annum - - -

Every person, firm, or corporation, in, or on, whose premises, building, or place of business, placards are placed for advertising purposes, and who make a charge therefor, shall pay a license tax of, per annum - - -

AWNINGS AND TENTS.

Every person, firm or corporation, operating any business of manufacturing, selling, and installing or erecting tents or awnings, shall pay a license tax of:

Per annum	$50.00
Itinerants, each	100.00

NOT PRORATED.

PROVIDED, that where stores sell ready-made standard size window awnings, only, not more than 48 inches in width, shall pay a license tax of, per annum - - -

PROVIDED, that when pet shop license tax has been paid, no bird license shall be collected.

BLANKET AND/OR RUG SHOPS.

Every person, firm or corporation operating a business where the principal items are blankets and/or rugs, shall pay a license tax of, per annum - $10.00

BLOCKS, CEMENT.

See "Cement Blocks".

BLOWING MACHINES, LIFTING MACHINES, OR ANY EXHIBITION OR PERFORMANCE OF LIKE CHARACTER.

Each, per day - $50.00

BLUEPRINT SHOPS.

Every person, firm or corporation, making or selling or distributing blueprints, each, per annum -$25.00

BOARDING HOUSES AND TOURIST HOMES.

(a) Boarding Houses: Every person, firm or corporation engaged in the business of operating a boarding house using no form of advertising or soliciting for transient patronage, shall pay a license tax of, per annum - $2.50

Those advertising for transient patronage and having a seating capacity of not more than 16 in dining room, shall pay a license tax of, per annum - $5.00

For each additional seat (over 16) - .50

(b) Tourist Houses: Every person, firm or corporation engaged in the business of operating a tourist home, tourist camp, or similar place advertising in any manner for transient patronage, or soliciting such business, shall pay a license tax for five rooms or less, per annum - - - - - - - - - - - - - - - - - - -

BROKERS, COTTON.

Every person, firm, or corporation, engaged in the business of buying and/or selling on commission any cotton, grain, provisions or other commodities, either for actual, spot, or instant delivery, shall pay a license tax of, per annum - - -

Where license is paid under "Cleaning or Pressing Club Establishments" tax is not collectible under this section.

CASKETS, COFFINS--DEALERS IN.

Every person, firm, or corporation, engaged in the business of burying, and/or embalming the dead, or in the retail of coffins, caskets, or other funeral supplies, shall pay a license tax of, per annum - - -

Less than $2,000 annually	
2,000 and less than 5,000	$5.00
5,000 and less than 10,000	10.00
10,000 and less than 15,000	15.00
15,000 and less than 25,000	20.00
25,000 and less than 35,000	25.00
35,000 and less than 50,000	30.00
50,000 and less than 75,000	40.00
75,000 and over	50.00
	75.00

CLOTHING MERCHANTS.

Women's, Misses' and Girls' Apparel.

Every person, firm, or corporation selling women's, misses', and girls' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	
2,000 and less than 5,000	$ 5.00
5,000 and less than 10,000	10.00
10,000 and less than 15,000	15.00
15,000 and less than 25,000	20.00
25,000 and less than 35,000	25.00
35,000 and less than 50,000	30.00
50,000 and less than 75,000	40.00
75,000 and over	50.00
	75.00

CLOTHING--SECOND-HAND.

Dealers in second-hand clothing shall pay a license tax of, per annum - - - - - - - - - $25.00

Provided, that all such dealers shall secure a permit from the Health Officer.

COAL AND COKE DEALERS.

(a) WHOLESALE: Every person, firm, or corporation, either as agent or principal, engaged in and conducting the business of selling coal or coke in carload lots, or in greater quantities, shall be deemed a wholesale dealer, and shall pay a license tax of, per annum - - - - - - - - - - - - - - - $75.00

PROVIDED, that if such wholesale dealer shall also sell coal or coke, in less than carload lots, he shall not be subject to the retailers' license tax provided in sub-section (b) hereof.

(b) RETAIL: Every person, firm or corporation, either as agent or principal, engaged in and conducting the business of selling or delivering coal or coke at retail within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - $75.00

PROVIDED, however, that dealers or peddlers in coal who sell in quantities of five hundred pounds or less, shall pay per annum - $25.00

Those who sell in quantities of 100 pounds or less shall pay, per annum - - - - - - - - - $5.00

NOT PRORATED.

COCA-COLA, BOTTLING WORKS, MERCHANTS OF.

See "Bottling Works".

COFFEE.

See "Tea, Coffee, and Sugar".

COFFEE ROASTERS.

Every person, firm or corporation, engaged in operating one or more coffee roasting machines, shall pay a license tax of, per annum - $25.00

COFFINS, CASKETS--DEALERS IN.

See "Caskets, Coffins, Dealers In".

COLD STORAGE WAREHOUSES.

Each person, firm or corporation operating a warehouse where cold storage is furnished for any purpose, a license shall be paid, per annum - $125.00

Where this tax is paid no other warehouse tax shall be paid.

COMMERCIAL AGENTS.

Each, per annum - $25.00

COMMISSION BUYERS AND SELLERS.

Every person, firm or corporation, who or which engages in the business of buying and/or selling on commission any cotton grain, provisions, or other commodities, either for actual, spot, or instant delivery, shall pay a license tax of, per annum - $50.00

CONTRACTORS AND CONTRACTING COMPANIES.

(a) Every person, firm or corporation who, for a fixed price, commission, fee or wage, offers or bids to construct within the City of Asheville any building, highway, street, sidewalk, bridge, culvert, sewer, water or drainage system, electric or steam railway, reservoir, or dam hydraulic or power plant, transmission line or tower, excavation, or grading or other improvement of structure, or any part thereof, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

"D"

DANCES.

Every person, firm or corporation, operating a dance hall where admission is charged, or where a charge per dance is made, in the City of Asheville, shall pay a license tax of, per annum - - - - -$25.00

Where the annual license tax is not paid, per dance - 3.00

This tax shall apply to any place where dances are given, regardless of whether other tax is paid or for what purpose the proceeds are to be used.

DANCING SCHOOLS.

Every person, firm or corporation, operating a dancing school, or place for giving instruction in dancing, shall pay a license tax of, per annum -$10.00

DECORATORS.

Every person, firm or corporation, placing decorations or buntings on buildings, streets, or other places, for compensation, shall pay a license tax of:

Resident -$15.00
Itinerant - 75.00

NOT PRORATED.

DECORATORS, INTERIOR.

See "Interior Decorators".

DELICATESSENS.

Every person, firm or corporation, operating a delicatessen stand, shall pay a license tax of, per annum -$25.00

However, if restaurant service is given, a tax shall be paid as herein provided for restaurants.

DELIVERY AGENCIES.

Parcel or delivery companies shall pay a license tax, where automobiles or trucks are used, of per annum - - - - - - - - - - - - - - - - - - -

place outside of Buncombe County for the purpose of using them for his own employment.

(b) Employment Agencies: Every person engaged in the business of operating any agency for employing cooks, house servants, office help, teachers, laborers, or persons for any employment whatsoever, and making a charge for the services rendered, and shall pay a license tax of, per annum - - - - - - $25.00

NOT PRORATED.

ENGINEERS, CIVIL.

Exempt by State Statutes.

ENGRAVING OR LITHOGRAPHING ESTABLISHMENTS OR SHOPS.

Each, per annum - $25.00

ENTERTAINMENTS, OPERAS, CHAUTAUQUAS, STAR COURSES OR THEATRICAL TROUPES.

Such as usually appear in licensed halls, tents, or theatres, employed by or for charitable, religious, benevolent, or educational purposes, shall pay a license tax of, for each day or part of day's exhibition, or performance - - - - - - - - - - - - - - - - - - -

See "Riding Devices".

FORTUNE TELLERS.

See "Gypsies and Fortune Tellers".

FOUNDRIES AND MACHINE SHOPS.

Each, per annum - - -

Nothing in this section shall apply to the sale of farm products raised on the premises owned or occupied by the person, firm or corporation, his or its bona-fide agent, or employees, selling the same.

Provided, however, before any person, firm or corporation, who or which sells or offers for sale any fruits or farm produce upon any street, sidewalk or alley, or from any railroad car, such person shall apply to the tax collector of the City of Asheville for a peddling permit, filing affidavits, sworn to and subscribed before a person authorized to administer oaths by the laws of the State of North Carolina, swearing to the fact that all farm products to be sold during the tax year have or will be grown on premises owned or occupied by the person, firm or corporation, his or its bona-fide agent or employee selling the same, with description and location of the premises on which such farm produce or fruits has been grown or will be grown, mail address, and any other information which may be required from such person with reference to such raising or selling of the same. And, if entitled to sell such farm produce without the payment of a license tax herein provided, the tax collector shall issue a permit for such sales and, if liable, such permit shall not be issued until the tax prescribed herein shall have been paid in full. City employees are prohibited from notarizing any affidavit.

(d) The provisions of this section shall not apply to any person, firm or corporation who or which sells or offers for sale books, periodicals, printed music, ice, coal, wood for fuel, fish, beef, butter, pork, bread, cakes, pies, products of the dairy, or articles of their own manufacture, but shall apply to medicine, drugs, or articles assembled.

Provided, the exceptions contained in this section shall not allow or permit the sale or barter of any article of merchandise of any kind which is now prohibited or regulated by any other ordinance of the City of Asheville.

(e) Exceptions: Whenever the Board of Commissioners of Buncombe County, upon proper application, exempts from the provisions of this section Confederate soldiers, disabled veterans of the Spanish-American War, disabled soldiers of the World War, who have been bona-fide residents of the State for twelve or more months continually, and the blind, who have been bona-fide residents of the State for twelve or more months, continually, widows with children, and such persons present to the collector of special license taxes of the City of Asheville a certified copy of such exemptions by said Board of County Commissioners, and such certificate shall entitle the holder thereof to peddle within the limits of said County without the payment of any license tax to the city, such persons shall be entitled to peddle within the corporate limits of the City of Asheville by reason of such exemptions; provided, however, that such exemption relieves only the holder thereof of the payment of the license tax herein imposed on persons not exempted, but all other ordinances of the City of Asheville, with reference to the sale of goods, wares and merchandise, shall apply to the persons so exempted.

NOT PRORATED.

GRADING, PAVING, SIDEWALKS, SEWERS OR STORM SEWERS.

See "Contractors and Construction Companies".

GRAPHOPHONES, PHONOGRAPHS, OR TALKING MACHINES.

See "Organs, Pianos, and Phonographs".

GRAVEL.

See "Building Materials".

GROCERIES.

Wholesale, per annum - - -

ICE CREAM--ITINERANTS SELLING.

See "Balloons".

ICE CREAM--RETAIL MANUFACTURER OR WHOLESALE DEALERS.

(a) Each retail dealer, per annum - - -

PROVIDED, also, that this section shall not apply to washerwomen.

Every person, firm, or corporation operating what is commonly called a cash and carry office receiving laundry and/or cleaning and pressing shall pay a tax of, per annum - - - - - - - - - - - - - - - $10.00

LAUNDRY AGENTS.

Every person, firm or corporation engaged in the business of operating a laundry outside of Asheville, and soliciting laundry business within the City of Asheville through agents, shall pay a license tax of, per annum - $12.50

LAWYERS.

Exempt by State Statutes.

LEASING OR SELLING FILMS.

Exempt by State Statutes.

LECTURES, PROFESSIONAL.

Each lecture where admission is charged, except where solely for charitable, religious, or educational purposes - $50.00

LEMONADE--ITINERANT.

See "Balloons".

LEMONADE STANDS.

On Public occasions, same as "Soft Drink Stands".

LIFTING MACHINES, BLOWING MACHINES.

Each, per day - - - - - - - - - - - - - - - - - - -

MATTRESS FACTORIES OR RENOVATORS.

Each, per annum - - -

business shall pay an annual license tax on each room, hall, or tent where such admission charges are made of, per annum - - -

The foregoing tax is not collectible where creamery tax is paid.

PATENT MEDICINE AND FORMULA--DEALERS IN.

On every person, firm or corporation, offering for sale any patent or formula, shall be paid a license tax of, per annum - - -

See "Electric Light Companies".

PRESSING CLUBS, DRY CLEANING PLANTS, AND HAT BLOCKERS.

Every person, firm or corporation engaged in the business of pressing and/or dry cleaning any article of clothing, re-shaping, cleaning and/or reblocking any hats, shall pay a license tax of, per annum, as follows:

(a) Where not more than three persons are employed - $10.00
(b) Where more than three persons and not more than six persons are employed - - - - - - 25.00
(c) Where more than six persons are employed - 40.00

Every person, firm or corporation operating what is commonly called a cash and carry office, receiving laundry and/or cleaning and pressing shall pay a tax of, per annum - - - - - - - - - - - - -$10.00

PRINTED ADVERTISEMENTS, SIGN TACKING, ETC.

See "Advertising--Distributors of Samples".

PRINTING AGENTS.

See "Agents, not Specifically Taxed".

PRINTING ESTABLISHMENTS.

Every person, firm or corporation operating a printing press, whether part time or not, or whether employing a helper or not, shall pay a license tax of, per annum - - - - - - - - - - - - - -$10.00

Without bindery, employing one workman, per annum - 10.00
Without bindery, employing two workmen, per annum - 15.00
Without bindery, employing more than two workmen, per annum - - - - - - - - - - - - - - - - 25.00
With bindery, per annum - 30.00

PRODUCE AND FRUITS.

See "Fruits and Produce".

PROFESSIONAL ART--HEALING.

Exempt by State Statutes.

PROFESSIONAL LECTURERS.

See "Lectures".

PUBLIC ANNOUNCEMENT OF ADVERTISEMENTS BY USE OF BRASS BANDS, ETC.

See "Advertising".

PUBLIC SERVICE AUTOMOBILES.

See "Motor Vehicles for Hire".

PUBLIC STENOGRAPHERS.

Every person, firm or corporation engaged in public stenographic work, shall pay a license tax, for each person so engaged, of per annum - - - - - - - - - - - - - - - - - - -

SCALE DEALERS.

Each dealer in, or agent for, shall pay a license tax of, per annum - - - - - - - - - - - - - - - $25.00

SECOND-HAND AUTOMOBILE EQUIPMENT.

See "Automobile Equipment--Used Parts".

SECOND-HAND CLOTHING.

See "Clothing--Second-Hand".

SECURITY DEALERS.

(a) Every person, firm or corporation who or which is engaged in the business of dealing in securities as defined in Section 132 of the 1939, as amended, Revenue Act, or who or which maintains a plain for or engages in the business of buying and/or selling shares of stock in any corporation, bonds, or any other securities on commission or brokerage, shall pay for the privilege of transacting such business, a license tax of, per annum - - - - - - - - - - - - - - -

See "Rubber Stamps".

STAMPS, BOOTBLACK.

See "Bootblack Stands".

STANDS, FRUIT.

See "Fruit Stands".

STANDS, LEMONADE--PUBLIC OCCASIONS.

See "Lemonade Stands".

STATIONS, CHECK.

See "Checkrooms".

STATIONS, GASOLINE OR AUTO SERVICING.

See "Automobile Service Stations".

STEAM SHOVELS.

On each and every steam, gas or motor driven shovel operated in the City of Asheville, a license tax shall be paid of, per annum - $25.00

NOT PRORATED.

STEAM AND GAS FITTERS.

See "Electrical Contractors", etc.

STENOGRAPHERS, PUBLIC.

See "Public Stenographers".

STOCK BROKERS.

See "Brokers, Stock".

STOCK YARDS OR PENS.

Every person, firm or corporation operating or maintaining a yard or pen where live stock is loaded, unloaded, fed or watered, shall pay on each yard or pen, a license tax of, per annum - - $250.00

PROVIDED, that any person, firm or corporation conducting a live stock exchange or market, or engaging in the business of purchasing and reselling live stock at auction or otherwise and/or receiving and shipping live stock, shall pay, on each yard, a license tax of, per annum - - - - - - - - - - - - -$75.00

PROVIDED, further, that the provisions of this tax shall not be collected from packing houses, operating or maintaining a stock yard or pen, who have paid the prescribed tax on packing houses.

STOCK AND MERCHANDISE BROKERS.

See "Brokers, Merchandise and Stock".

STORAGE [illegible] WAREHOUSES.

Where a charge is made for storage service, other than cold storage, a license tax shall be paid of, per annum - $50.00

STORE [illegible], HOUSE, [illegible] TO MAINS AND SEWERS.

See "Contractors".

STOVES, RANGES--INSTALLATION.

Every person, firm or corporation selling or offering for sale stoves, ranges, gas or other water heaters, where same is connected with the water system of the City of Asheville, shall pay a license tax of, per annum - $20.00

It shall be unlawful for any person, firm or corporation to install ranges, stoves, gas or other water heaters where the same is connected with the water system of the City of Asheville, unless such installation is made by a licensed plumber under the provisions of the plumbing ordinance.

SUGAR.

See "Tea, Coffee and Sugar".

SUPPLY [illegible] TYPEWRITING MACHINES.

Agents or dealers in supplies for typewriter machines, shall pay a license tax of, per annum - $25.

[illegible]--TAXICAB.

Except as State Statutes.

SWITCHBACK, RAILROADS OR ROLLER COASTERS.

See "Riding Devices".

SYRUP, TABLE.

Every person, firm or corporation manufacturing table syrup, shall pay a license tax of, per annum:

Where employing one person - $10.00
Where employing two persons - 15.00
Where employing more than two persons - 25.00

"T"

TAILORS, MERCHANT.

See "Merchants, Tailors".

TALKING MACHINES.

See "Organs, Pianos and Phonographs".

TANNERIES.

Each, per annum -$150.00

TAXICABS.

Every person, firm, or corporation, before operating any taxicab or taxicabs within the corporate limits of the City of Asheville or within a distance of 5 miles thereof, shall apply for and secure an annual license for the privilege of operating each such taxicab in the amount of, per annum - -$15.00

TEA, COFFEE AND SUGAR.

Every person, firm or corporation engaged in the business of selling tea, coffee and sugar, where 50% of the business is derived from the sale of tea, coffee and sugar, shall pay a license tax of, per annum- -$25.00

TELEGRAPH COMPANIES.

Every person, firm or corporation, domestic or foreign, engaged in operating the apparatus necessary to communication by telegraph within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

See "Traveling Moving Pictures".

THEATRICAL EXHIBITIONS.

See "Exhibitions, Entertainments, also Pictures".

TILE SETTERS.

Every person, firm or corporation engaged in the business of setting tile, shall pay a license tax of, per annum - - -

Every person, firm or corporation who makes repairs on anything by welding, shall pay a license tax of, per annum - - -

The Civil Service Commission for the City of Asheville having heard said request, the said C. C. Lanning and J. F. Ledwell being present in person and represented by attorneys, Messrs. Sam J. Pegram and Henry C. Fisher, on May 22, 1953, do make the following findings:

1.

That on January 5, 1953, Chief Waddell discharged Messrs. Lanning and Ledwell from any further services as patrolmen on the police force of the City of Asheville for an offense committed by them on December 28, 1952, said offense consisting of unlawful acts and conduct in their official duties, namely an unwarranted assault upon the person of one Joe Edgerton.

2.

That on January 4, 1953, said Lanning and Ledwell appealed to the Civil Service Board for the City of Asheville, being a Board created by the Legislature of North Carolina pursuant to Chapter 83 of the Session Laws of 1947 as amended by Chapter 459 of the Session Laws of 1951, and asked that Board to reverse the action of Chief Waddell in discharging them from the duties of their office.

3.

That on February 28, 1953, the Civil Service Commission in office at that time held a hearing on said appeal and on March 10, 1953, said Civil Service Commission unanimously issued an Order affirming the action of Chief Waddell in discharging said Lanning and Ledwell.

4.

That on March 16, 1953, said Lanning and Ledwell filed notice of appeal to the Superior Court of Buncombe County and that thereupon a full transcript of the record was certified to the Superior Court of Buncombe County and that on April 24, 1953, W. K. McLean, Judge of the Superior Court, rendered a Judgment reversing the action of the Civil Service Board in confirming the discharge from office by said Chief Waddell. A full copy of said Judgment is recorded in Minute Docket 4-F, at page 63 in the office of the Clerk of the Superior Court to which reference is hereby made.

5.

That on April 10, 1953, the General Assembly of North Carolina enacted an Act entitled "An Act to Establish a Department of Civil Service in Connection with the Government of the City of Asheville, to Provide for a Civil Service Commission in Connection Therewith, to Define its Powers and For Other Purposes", said Act having been ratified on the 10th day of April, 1953, and went into full force and effect on the date of its ratification; and that Section 27 of said Act repealed all of Chapter 83 of the Session Laws of 1947 as amended by Chapter 459 of the Session Laws of 1951 and Chapter 1000 of the Session Laws of 1951 together with all other laws in conflict with the provisions of said Act.

6.

That upon ratification of said Act the former Civil Service Boards of the City of Asheville theretofore constituted were abolished and discontinued and that the only Civil Service Board in existence for the City of Asheville is this Commission set up under said Act ratified April 10, 1953.

7.

That on April 16, 1953, the Council of the City of Asheville appointed two members for said Board, to-wit: Samuel J. Fisher and John A. Goode and elected the said John A. Goode as Director; and that on May 1, 1953, Messrs. Bailey and Bell were elected as members of this Commission and on May 2nd Charles N. Malone was elected as the fifth member of said Board, all as provided for in said Act.

8.

That on May 1, 1953, the said Lanning and Ledwell were put back to work without the knowledge or consent of this Board; that this Board on May 1st had not been duly organized and did not become duly organized and constituted until May 7, 1953.

9.

That on or about May 15, 1953, the Director of this Commission refused to certify Messrs. Lanning and Ledwell as being lawful members of the classified service of the City of Asheville under the provisions of Section 12 of said Act for the reason that Section 24 of said Act limits the employees of the classified service to persons who were in the employ of the City of Asheville on April 16, 1953 (the date of the election of the Director) and for the reason that said Lanning and Ledwell were not in the employ of the City of Asheville on the date of the appointment of the Director April 16, 1953; that by reason thereof the said Lanning and Ledwell did not receive pay checks for their alleged services from May 1st to May 15th.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THIS COMMISSION:

A. That the said Lanning and Ledwell are not duly qualified members of the classified Civil Service [illegible] the provisions of said Acts and are not entitled to the benefits thereof.

B. That the Judgment of W. K. McLean, Judge of the Superior Court of Buncombe County, [illegible] is not binding upon this Board.

C. That said Judgment is void in that the Court had no jurisdiction since the Act under which the Court purported to assume jurisdiction had been repealed; that said Judgment has no binding effect on this Commission as it was not a party to said appeal and was not in existence at the time of said Judgment.

D. That said Judgment is further not binding on this Commission for the reason that it is void [illegible] in that the Court did not attempt to adjudicate the Civil Service status of said Lanning and Ledwell and does not purport that they be reinstated with full Civil Service status.

E. That the said Lanning and Ledwell had not been appointed and have not been employed and are not performing service in accordance with the Civil Service provisions of the Act ratified April 10, 1953.

F. That the Director of this Commission be authorized not to approve any payroll of said Lanning and Ledwell until the further orders of this Board.

This the 25th day of May, 1953.

John A. Goode

Samuel J. Fisher

Charles N. Malone

James H. Bailey

Dewey D. Bell
Civil Service Commission
City of Asheville

To the signing by the Members of the Civil Service Board of the City of Asheville to the foregoing findings of fact and rulings, Messrs. C. J. Lanning and J. F. Ledwell, through their Counsels, Mr. Sam J. Pegram and Mr. Henry C. Fisher appealed to the City Council of the City of Asheville or the Court.

Notice of Appeal given in open session of the Civil Service Board of the City of Asheville on the 25th day of May, 1953. Further notice waived.

I hereby certify that this is a true and correct copy.

Robert Y. Praytor
Executive Secretary

This copy received
May 25, 1953

Margaret Simmons
City Clerk

Arguments on behalf of C. C. Lanning and J. F. Ledwell were presented by their attorneys, Messrs. Sam J. Pegram and Henry C. Fisher.

There was a discussion of the matter by members of the Council.

Vice-Mayor Abernethy stated that the question before the Council is whether the City Council shall concur in or disapprove the action of the Civil Service Board as it now exists.

A vote was taken to disapprove the action of the Civil Service Board, and one member of the Council voted yes.

A vote was taken to sustain the action of the Civil Service Board, and five members of the Council voted yes.

Mr. Fisher made a motion that the action of the City Council be set aside, and objects to the signing of the judgment, and objects and excepts to the judgment, and gives notice of appeal to the Superior Court, objection overruled, exception.

[illegible] APPOINTMENT OF MEMBERS (Mrs. J. A. James, Robert F. Presley, Dr. Richard Harding)

Councilman Morgan introduced a resolution appointing members of Asheville-Biltmore College, Incorporated, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 173.

[illegible] - APPOINTMENT
[illegible] (Mrs. J. Hall
[illegible] Mr. George M.
[illegible] and Mr. Anthony
[illegible])

Councilman Mulvaney introduced a resolution appointing three members of Library Board of City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman McDary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 174.

LEASE - LEXINGTON AVENUE
CURB MARKET (H. M. May
and wife, Maxine W. May)

Councilman Peterson introduced resolution authorizing Vice-Mayor to execute lease with property owners at the corner of Broadway and Lexington Avenue in the City of Asheville, which was, upon motion of Councilman Peterson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 175.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 1st day of June, 1953, by and between H. M. May and wife, Maxine W. May, parties of the first part (hereinafter known as Lessors), and City of Asheville, a municipal corporation, party of the second part (hereinafter known as Lessee);

WITNESSETH:

That the Lessors, for and in consideration of the agreements hereinafter contained on the part of the Lessee to be performed, hereby bargain, lease and grant to the Lessee for a term beginning June 1, 1953 and ending April 1, 1958, with the right vested in the Lessee to renew this lease under the conditions set out herein, certain lands being in the City of Asheville, State of North Carolina, and being more particularly described as follows:

Being all of Lots 1 and 9, and part of Lot 2 as shown on a plat which is recorded in Buncombe County Register's office in plat book 11 at page 100, and particularly described as follows: BEGINNING at a stake in

the northeastern margin of Rankin Avenue, at the southwest corner of Lot 8 of said plat; and runs thence north 54 deg. 44' east 132.15 feet to an iron stake; thence north 34 deg. 36' west 3.5 feet to a stake; thence north 50 deg. 51' east 36.11 feet to a stake; thence south 34 deg. 36' east 6.5 feet to a stake; thence north 48 deg. 33' east 76.9 feet to an iron stake in the southwestern margin of Broadway; thence with said margin of Broadway south 35 deg. 24' east 40.75 feet to a stake; thence south 16 deg. 40' east 18 feet to a stake in the southwestern margin of Lexington Avenue; runs thence south 55 deg. 06' west 240.3 feet to a stake in the northeastern margin of Rankin Avenue; and runs thence with said margin of said Avenue north 34 deg. 36' west 48.55 feet to the place of BEGINNING.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise appertaining to the said Lessee for a term beginning June 1, 1953 and ending April 1, 1958 upon the following terms and conditions:

(1) The rental during said term shall be One Hundred and 0/100 ($100.00) Dollars per month, which the Lessee agrees to pay in monthly installments in advance, the first payment to be made on the 1st day of June, 1953, and all subsequent payments to be made every month from said date.

(2) The Lessee has the right under this lease to renew same for an additional period of five years from the date of the termination of the first period of this lease on April 1, 1958 at the same rental as set out in paragraph (1), said rental to be paid in installments as set out above.

(3) During the term of this lease the Lessee shall pay all city and county taxes imposed on the said premises by any lawful authority.

(4) That the Lessors hereby agree to allow the Lessee the right and privilege of tearing down and demolishing any and all structures or obstacles that might be on said land at the time of the execution of this lease, and hereby agree that the Lessee may erect at any time within its discretion any buildings, out-houses, or structures whatsoever on said land during the life of this lease.

(5) The rental hereinbefore set forth to be paid by Lessee to Lessor may be paid to Boyd & Weller, agents for Lessor.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals, and the Lessee has caused these presents to be signed by W. I. Abernethy, its Vice-Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

_____(SEAL)

_____(SEAL)

ATTEST:

CITY OF ASHEVILLE

_____
City Clerk

By _____
Vice-Mayor

Mr. T. L. Connelly, spokesman for a group of residents in the Kenilworth section, appeared before the Council to request that something be done about the mosquitoes in this section, and also requested that certain sewer lines be repaired.

The City Manager assured the group that this matter would be given immediate attention.

There being no further business, the meeting was upon motion adjourned.

W. I. Abernethy
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 4, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 4, 1953, at 4:00 o'clock P. M. with Vice-Mayor W. I. Abernethy presiding. Present: Councilmen Theodore B. Sumner, M. C. Peterson, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor W. I. Abernethy.

The minutes of the previous meeting were read and approved.

ZONING ORDINANCE - RECOMMENDATION
OF PLANNING AND ZONING COMMISSION

A communication was read from the Planning and Zoning Commission recommending that no action be taken at this time on the petition of Mr. A. F. Rodgers and Mrs. Mary A. Hinkle requesting the rezoning of a portion of Haywood Road.

May 30, 1953

Honorable Mayor and Members of the City Council,
City of Asheville,
Asheville, North Carolina.

Gentlemen:

Pursuant to a petition which was referred to this body by the City Council a hearing was called and a meeting held by the City of Asheville Planning and Zoning Commission on May 29, 1953 in the City Council Chamber, and it was unanimously passed that this Commission recommend to the Council of the City of Asheville that no action be taken at this time on the petition of Mr. A. F. Rodgers and Mrs. Mary A. Hinkle requesting the rezoning of a portion of Haywood Road.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

This recommendation was accepted by the Council.

ZONING ORDINANCE - RECOMMENDATION
OF PLANNING AND ZONING COMMISSION
(Intersection of North Hanover
Street and Patton Avenue)

A communication was read from the Planning and Zoning Commission recommending to the City Council that part of Lots 1 and 2, Sheet 4, Ward 6 lying north of the present Neighborhood Trading Area as established on the north margin of the Cloverleaf representing the intersection of North Hanover Street and Patton Avenue, be rezoned from RA-5 Residential to Neighoornood Trading Area.

May 30, 1953

Honorable Mayor and Members of the City Council,
City of Asheville,
Asheville, North Carolina.

Gentlemen:

At the May 29, 1953 meeting of the City of Asheville Planning and Zoning Commission, the following motion was made and unanimously passed:

That the City of Asheville Planning and Zoning Commission recommend to the City Council that the part of Lots 1 and 2, Sheet 4, Ward 6 lying north of the present Neighborhood Trading Area as established on the north margin of the Cloverleaf representing the intersection of North Hanover Street and Patton Avenue, be rezoned from RA-5 Residential to Neighborhood Trading Area.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

ZONING ORDINANCE - RECOMMENDATION
OF PLANNING AND ZONING COMMISSION

A communication was read from the Planning and Zoning Commission recommending to the City Council that certain property on Riverside Drive be rezoned from RA-6 Residential Area to Commercial District.

May 30, 1953

Honorable Mayor and Members of the City Council
City of Asheville,
Asheville, North Carolina.

Gentlemen:

Pursuant to a petition which was referred to this body by the City Council, a hearing was called and a meeting held by the Planning and Zoning Commission on May 29, 1953 in the City Council Chamber, and it was unanimously passed that this Commission recommend to the Council of the City of Asheville that the zoning ordinance and zoning map be amended by rezoning from RA-6 Residential Area to Commercial District the property on the east and west sides of Riverside Drive bounded on the south by the present Industrial District and on the north by the City Limits of the City of Asheville. The west boundary of said rezoning to be the French Broad River and the east boundary thereof to be the east line or lines of lots of record having a frontage on the east side of Riverside Drive but in no event to extend east from said Riverside Drive further than 250 feet; excepting, however, that tax lots 150 - 179 of Sheet 7, Ward 3 be acquired by the City of Asheville and devoted to such use as should be in keeping and consonant with the residential development adjacent thereto on the east known as Montford Hills; excepting further that such restricted lots may be used for street or road purposes.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

Councilman Peterson moved that the above recommendations of the Planning and Zoning Commission be accepted, that the Corporation Counsel prepare an ordinance complying with said recommendations to be placed before the City Council, and that a notice and publication of public hearing be held on same, which motion was seconded by Councilman Morgan and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

VICE-MAYOR
W. I. Abernethy

Thursday, June 11, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 11, 1953, at 4:00 o'clock P. M. with Vice-Mayor W. I. Abernethy presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, M. C. Peterson, J. W. McRary, Theodore B. Sumner, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Vice-Mayor W. I. Abernethy.

The minutes of the previous meeting were read and approved.

CIVIL SERVICE COMMISSION -
EMERGENCY RULE

A communication was received from the Civil Service Commission concerning an emergency rule applicable to temporary promotion or temporary employment of various employees in connection with the Civil Service Act.

June 8, 1953

...y Council
City of Asheville
...ia City Clerk
Asheville, N. C.

Gentlemen:

...y Civil Service Commission submits for your consideration the following emergency rule as passed at its regular meeting held on June 5, 1953:

"The Civil Service Commission is hereby authorized to approve, upon proper application by the appointing authority, the temporary promotion or temporary employment of various employees in connection with the Civil Service, such promotion or employment not to extend beyond a period of 60 days from the date of approval of the rule by the City Council, or 60 days from the date of any promotion or appointment not under the rule, as determined by the appointing authority, whichever period is greater."

Yours very truly,

CIVIL SERVICE COMMISSION

S/ John A. Goode
John A. Goode, Director

JAG:i
cc: ...
...d ... Wells

Council ... moved that next Thursday, June 18th, be set for a public hearing on the above rule, which motion was ... Councilman Sumner and unanimously adopted.

... communication was received from Paul F. Pittillo resigning as a member of the Boxing and ... Asheville.

June 11, 1953

To Hon. Mayor and Council of the City of Asheville
Asheville, North Carolina

Gentlemen:

I ... tender my resignation as a member of the Asheville Boxing Commission.

I wish to express my appreciation to the Council for having appointed me to this position in the past, and I assure you it has been a pleasure for me to work with the other members of the Asheville Boxing Commission in an endeavor to afford additional entertainment for the citizens of our City and our visitors.

Very truly yours,

S/ Paul F. Pittillo
Paul F. Pittillo

Councilman ... moved that this resignation be accepted with regret, which motion was seconded by Councilman McNary and unanimously adopted.

Councilman Mulvaney introduced a resolution appointing members of Boxing and Wrestling Commission for the City of Asheville, which resolution was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 176.

City Manager Weir called the attention of the Council to the fact that a vacancy exists in the office of ... Clerk of the City of Asheville for the Police Court of the City of Asheville, and recommended Mr. Paul F. Pittillo for this office.

Thereupon, Councilman Sumner moved that Mr. Paul F. Pittillo be appointed Deputy Clerk of the City of Asheville for the Police Court of the City of Asheville, which motion was seconded by Councilman ... and unanimously adopted.

Mr. ... presented several petitions requesting the Council to provide funds in the new budget for ... of the city's negro recreational facilities, particularly Riverview Park. The establishment of ... Park in East Asheville was also requested.

Several ... were heard, including the Rev. Neal O'Brien, Judge Shelby E. Horton, Jr., Dr. E. ... Harrison, and C. L. Moore.

... discussion of this matter by the Council, and City Manager Weldon Weir stated that a $50,000 improvement estimate for Riverview Park would be placed in the proposed 1953-54 budget for consideration by the Council.

Mr. Earl Fowler presented a petition signed by occupants of the Legal Building requesting the Council to designate another location for the loading and unloading of the buses owned and operated by Bill Snow and all others that presently use the area immediately in front of the entrance to the Legal Building.

The Council referred this petition to the City Manager and Director of Public Safety for investigation.

CARL ...

The Corporation Counsel was requested to prepare a resolution on the death of Mr. Carl Bamford by motion of Councilman Sumner, seconded by Councilman Morgan, and unanimously adopted.

There being no further business, the meeting was upon motion adjourned, the Council standing for a minute of silent prayer in memory of Mr. Carl Bamford.

VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 18, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 18, 1953, at 4:00 o'clock P. M. with Vice-Mayor W. I. Abernethy presiding. Present: Councilmen C. E. Morgan, R. S. Peterson, W. ... Mulvaney, Theodore B. Sumner, J. W. McNary, City Manager Weldon Weir, Corporation Counsel ... M. Wells, and Vice-Mayor W. I. Abernethy.

The minutes of the previous meeting were read and approved.

A claim for damages for personal injuries to Mary V. Roberts was presented, said claim being in the amount of $3,000.00.

TO THE HONORABLE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Pursuant to the requirements of the Charter of the City of Asheville the undersigned, within 90 days after the happening or infliction or injury hereinafter complained of gives written notice to you of such injury as follows:

1. The date and place of happening or infliction of such injury was on May 15, 1953 on the sidewalk beside the J. C. Penney Company building at Walnut Street.

2. The manner of such infliction was that during a rain a worn and slick manhole cover upon which I stepped caused me to fall.

3. The character of the injury was that I sustained injuries to my head, neck, shoulders, arms, left leg and broke my glasses and as a result I have suffered much, have lost considerable time from work, and have incurred considerable medical expenses.

4. The amount of damages claimed therefor is Three thousand and no/100 ($3,000.00) Dollars, and, for your information, I have retained the services of Shelby E. Horton, Jr., to assist me in prosecuting this my said claim.

S/ Mary V. Roberts
6-17-53

Councilman Morgan moved that this claim be referred to the Corporation Counsel for investigation, which motion was duly seconded and unanimously adopted.

... WITH

Councilman Morgan introduced a resolution regretting death of Carl R. Bamford, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

RESOLUTION

RESOLUTION REGRETTING DEATH OF CARL R. BAMFORD

WHEREAS, the death of Carl R. Bamford brings sorrow to each member of the City Council; and

WHEREAS, the Council of the City of Asheville desires to formally recognize the distinguished and commendable service which Carl R. Bamford rendered our community as a civic and business leader, and particularly as a Councilman of the City of Asheville for more than four years;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

That this resolution be entered in the minutes of the City Council as a permanent record in commemoration of Carl R. Bamford and his many services to the city, and that this expression of sympathy be sent to Mrs. Carl R. Bamford.

I move the adoption of the foregoing resolution.

C. E. Morgan
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Theodore B. Sumner
COUNCILMAN

Myron C. Peterson
COUNCILMAN

J. W. McRary
COUNCILMAN

...ed, approved and ...ed, this 25th day of June, 1953.

Walter I. Abernethy
VICE-MAYOR

...:

Robt. W. Wells
...ATION COUNSEL

Margaret Simmons
CITY CLERK

...complete copy of resolution will also be found in Resolution Book #3 at page 177.

...his ... for a public hearing on the emergency rule submitted to the Council for approval by the Civil Service Board, Councilman Peterson introduced a resolution approving rule of Civil Service Board, which was, upon motion of Councilman Peterson, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 178.

Mr. Charles G. Lee, III, attorney for Charles R. Stinnette, protested the method of awarding bids for uniforms for the Police Department.

Mr. Robert Swain, attorney for J. Will Pless, presented a claim for damages for personal injuries in the amount of $5,000.00

...TH CAROLINA
...UNTY

NOTICE

To the Honorable Mayor and Council of the City of Asheville, North Carolina:

You will please take notice that the undersigned, J. Will Pless of Buncombe County, North Carolina, by and through Robert S. Swain, his attorney, pursuant to section 149 of the City Charter of the City of Asheville, hereby claims and demands damages of the City of Asheville as the result of personal injuries sustained by him on the 17th day of May, 1953 on a public street in said City, as follows: The claimant was proceeding south at the intersection of Broadway and College Streets, at about 7:30 P. M., May 17, 1953. When attempting to cross College Street on the Eastern side of Broadway, immediately in front of the Langren Hotel, claimant stepped from the Northern curb at said intersection and onto College Street at the place designated for pedestrian crossing, into a depression in said College Street; that on account of said depression in said pavement, the same having remained in an unsafe condition for several weeks, as claimant is informed, and the unevenness of the pavement, claimant was caused to be thrown into said College Street, causing severe sprain of the left foot and a transverse cimminuted fracture of the proximal end of the fifth metatarsal of claimant's left foot, causing claimant to suffer great pain, suffering, hospital and doctor bills and confinement, all to claimant's damage in the sum of FIVE THOUSAND ($5,000.00) DOLLARS.

The undersigned claimant, therefore, respectfully presents his claim for said amount, through his counsel, and respectfully requests payment of same.

This the 17th day of June, 1953.

Robert S. Swain
Attorney for J. Will Pless

Councilman Mulvaney moved that this claim be referred to the Corporation Counsel for investigation, which motion was duly seconded and unanimously adopted.

...business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, June 25, 1953 - 4:00 o'clock P. M.

...in regular session Thursday, June 25, 1953, at 4:00 o'clock P. M. with ... Eller having filed his oath of office with the City Clerk. Present: ... Peterson, F. M. Mulvaney, C. E. Morgan, Theodore B. Sumner, W. I. Abernethy, ... Counsel R. W. Wells, and Mayor E. W. Eller.

...previous meeting were read and approved.

City Manager Weir stated that with no objection by the Council he would ask the State Utilities Commission for a copy of the application filed by White Transportation Company requesting an increase in bus fares, in order that the Council might have the benefit of all the facts in this matter.

...Stevens, attorney for C. G. Franklin, presented a claim for damages for personal injuries ... the amount of $7,000.00.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

NOTICE

To the Honorable Mayor and City Council of the City of Asheville, North Carolina, you will please take notice, that the undersigned O. G. Franklin of Buncombe County, North Carolina and his attorney H. M. Stevens, pursuant to Section 146 of the Charter of the City of Asheville, North Carolina, hereby claims and demands damages of the City of Asheville as a result of personal injuries sustained by the said O. G. Franklin on the 29th day of April 1953 on the public streets in said City as follows:

Immediately in front of ____ North Lexington Avenue between 66 and 74 and immediately in front of the place known as B & R in said City.

The claimant was carrying groceries on said street at said place, and was caused to fall and injury himself by reason of the defective condition existing on said sidewalk at said time. The said sidewalk being sloping, full of holes and there being a manhole cover extending at least one-half inch above the pavement, and as a result thereof the claimant received a broken arm, bruises, and cuts on other parts of his body.

The dangerous condition which caused the above described accident resulted from the negligence of the City of Asheville and that as a consequence of the negligence of the City of Asheville in failing to maintain its sidewalks at said place in proper condition for the safety of pedestrians using same the said city has greatly damaged the undersigned claimant permanently thereby destroying his earning power for the rest of his natural life and causing him to incur expenses for medical attention, great inconvenience, pain and suffering in the sum of $7,000.00 and additional hospital and doctor bills yet undetermined.

The undersigned claimant therefore respectfully presents this claim for said amount through his counsel H. M. Stevens and respectfully requests payment of same.

O. G. Franklin
Claimant

H. M. Stevens
Attorney

Councilman Abernethy moved that this claim be referred to the Corporation Counsel for investigation, which motion was seconded by Councilman Sumner and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 2, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 2, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, M. C. Peterson, C. E. Morgan, T. B. Sumner, F. M. Mulvaney, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

CIVIL SERVICE COMMISSION -
RULES AND REGULATIONS

A communication was received from the Civil Service Commission enclosing report of the Committee on Rules and Regulations, together with copy of Rules and Regulations which were unanimously passed by the Commission, and requesting the consideration and approval of the Council of the proposed Rules and Regulations as provided for in the act establishing the Civil Service Commission of the City of Asheville.

Councilman Abernethy moved that Thursday, July 16, 1953, be set for a public hearing on the proposed rules and regulations, which motion was duly seconded and unanimously adopted.

...TH CAROLINA -
...UTILITIES

City Manager Weir advised the Council that he had received a communication from the State Utilities Commission enclosing the petition of White Transportation Company in the matter of a proposed rate increase, and that a copy of same would be mailed each member of the Council.

... - ... FISCAL YEAR, INTERVAL
... APPROPRIATION ORDINANCE
...OF

Councilman Abernethy introduced a resolution authorizing the City Manager and/or Director of Finance to use as a temporary budget in the interval between the beginning of the fiscal year and the adoption of the annual appropriation ordinance the appropriated sum of $125,000.00, which was, upon motion of Councilman Abernethy, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 179.

... OF POLICE
...T - APPOINTMENT OF
... J. CRAWFORD

Councilman Mulvaney introduced a resolution appointing Substitute Judge of the Police Court of the City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 180.

...ARY SANITATIONS OUTSIDE
... LIMITS

Councilman Sumner introduced a resolution relating to unsanitary conditions immediately outside Asheville city limits, which was, upon motion of Councilman Sumner, seconded by Councilman McRary,

unanimously adopted.

... is recorded in Resolution Book #3 at page 181.

... hearing on Ordinance #357, being "AN ORDINANCE AMENDING ... #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF ...", ... introduced said Ordinance #357.

... Ordinance #357 was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously passed on its first reading with the following vote;

Councilman Abernethy voted "aye" — Councilman Sumner voted "aye"
Councilman Mulvaney voted "aye" — Councilman Mcleary voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Mr. James Howell, attorney for William H. Cogburn, Sr., presented a claim for damages for personal ... $10,000.00.

STATE OF NORTH CAROLINA
...

... ASHEVILLE, NORTH CAROLINA:

I herewith present claim to you and respectfully make demand for settlement, as provided by the Charter of the City of Asheville, relating to actions and claims against the City, as is specifically set forth in Section 149 of the Charter of the City of Asheville, as described in the Code of the City of Asheville, 1945 edition.

I am presenting this claim on behalf of William H. Cogburn, Sr., who resides at #925 Haywood Road, West Asheville, N. C.

The facts in connection with this claim are that Mr. Cogburn was standing on the sidewalk, in front of the Police Station, in the City of Asheville, on May 28, 1953, at about 11 o'clock a. m. An automobile belonging to the Police Department backed into the curbing or sidewalk upon which Mr. Cogburn was standing, ran over the curbing, and as a result Mr. Cogburn, who was already ill and disabled, was forced to jump upon the trunk of the automobile, which probably saved him from receiving more serious injuries as a result of the automobile backing into him. Mr. Cogburn suffered bruises and abrasions, soreness throughout his body, in the deep muscles and joints. Mr. Cogburn had made considerable progress prior to the time your automobile ran into him, from a previous injury and illness, and this accident has set him back considerably, and caused him great pain and suffering.

... respectfully demands $10,000.00 for injuries sustained by him as a result of the negligence of the driver of your automobile, who was about his master's business and in the scope of his employment.

... driver of your automobile was James G. Robinson, a Policeman, and said driver could not control the automobile ... to inclement weather.

... respectfully submitted, this the 2nd day of July, 1953.

S/ James S. Howell
Attorney for William H. Cogburn, Sr.

... referred this claim to the Corporation Counsel for investigation.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, July 9, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 9, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, W. I. Abernethy, M. C. Peterson, Water Melton Weir, Corporation Counsel R. W. Wells, and Mayor E. W. ...

... were read and approved.

... requesting the rezoning of the properties lying at the intersection ... known as County Home Road) and Patton Avenue, from Residential RA-6 to ...

... moved that this petition be referred to the Planning and Zoning Commission ..., which motion was seconded by Councilman Morgan and unanimously adopted.

... - "AN ORDINANCE AMENDING ... "

Ordinance #357, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Sumner voted "aye"
Councilman Mulvaney voted "aye" — Councilman Mcleary voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

WHITE TRANSPORTATION COMPANY - PROPOSED INCREASE IN FARES

There was a discussion by the Council on the petition of White Transportation Company in the matter of a proposed rate increase.

Councilman Sumner moved that the Corporation Counsel take the proper legal steps for the City to intervene, for the purpose of developing facts, in opposition to the request of White Transportation Company for a proposed rate increase, which motion was seconded by Councilman Morgan, and unanimously adopted.

... S.
...

Councilman Morgan introduced a resolution authorizing and directing Mayor to execute lease with Dr. Fenton S. Cunningham, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 182.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 10th day of June, 1953, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. FENTON S. CUNNINGHAM, of Buncombe County, North Carolina, hereinafter called Lessee:

W I T N E S S E T H:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 116, containing 462 square feet of floor space in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a dentist's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 10, 1953 and ending July 10, 1956.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One and 50/100 ($1.50) Dollars per square foot per year, payable in one first installment in advance on July 10, 1953 in the amount of $39.50 for the period from July 10, 1953 through July 31, 1953 and payable thereafter in equal monthly installments of $57.75 each in advance on the first of each month and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by reason of the negligence of Lessee, his agents, servants, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

...demised premises shall be deserted ...
...part thereof as herein specified, or if, ...
..., or mortgage this lease or if default be ...
...contained in this lease on the part of the ...
...comply with any of the statutes, ordinances, ...
...the Federal, State or City Government or of any and all ...
...said to file a petition in bankruptcy or be ...
...of insolvency or take advantage of any insolvency ...
...thereafter terminate this lease and the term hereof, by ...
...of its intention so to do, and upon the giving of such ...
...shall terminate on the date fixed in such ...
...fixed in this lease for the termination or expiration ...
...addressed to the demised premises.

...caused these presents to be signed by E. W. Eller, ...
...its corporate seal to be hereunto affixed; and the ...
...first above written; this contract being executed ...
...the parties.

CITY OF ASHEVILLE

By _____
Mayor

_____ (SEAL)

...ordinance #358, being "AN ORDINANCE PROVIDING FOR WATER RATES ...
...Councilman Peterson, seconded by Councilman Mulvaney, and after having ...
...first reading with the following vote:

...Councilman Mulvaney voted "aye"
...Councilman Sumner voted "aye"
...Councilman Morgan voted "aye"
...voted "aye"

...the budget for the City of Asheville for ...
...30, 1954, which was, upon motion of Councilman Abernethy, ...
...budget is open for public inspection in the Clerk's ...

...found in Resolution Book #3 at page 183.

...advised the Council that Dr. Lord had been in conference concerning the prob... ...progress and hopes to have a full report available in ...

...there being nothing ... meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

...Thursday, July 16, 1953 - 4:00 o'clock P. M.

...regular meeting ...Thursday, July 16, 1953, at 4:00 o'clock P. M. with ...
...Mayor E. W. McNary, W. I. Abernethy, M. C. Peterson, T. D. Sum... ...Mayor Eller, Interpretation Counsel R. W. Wells, and Mayor E. W. ...

...minutes ...read and approved.

...ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ...
...ZONING OF THE CITY OF ASHEVILLE", was, upon motion ...
...Abernethy, unanimously passed on its third and final reading ...

...voted "aye" — Councilman McNary voted "aye"
...voted "aye" — Councilman Sumner voted "aye"
...voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 357

...AN ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE ...
...ASHEVILLE"

...THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

...Section 1. That the ... of the City of Asheville, ... 322 known as "An ... of the City of Asheville" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean lots of ... and ... as ... Ordinance No. 322, and the designated lot numbers; sheets or ward hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County tax maps.)

A. That all that area within the boundary hereinafter particularly described ... is hereby re-zoned from RA6 Residential District to ... District:

...at a point in the eastern margin of Riverside Drive in the northern boundary line of the present ... District, said beginning point being the southwest corner of Lot 9, Sheet 10, Ward 3; runs thence with the southern line of said Lot 9 to the southeast corner of the same; thence with the rear or eastern lines of Lots 9 and 10, Sheet 10, Ward 3, to a point in the southern line of Lot 66, Sheet 7, Ward 3; thence runs in an easterly direction with the southern line of said Lot 66, a distance of 250 feet (measured perpendicularly from the eastern margin of Riverside Drive) to a point in said line which is 250 feet (measured perpendicularly from the eastern margin of Riverside Drive) to a point in the southern line of Lot 66, Sheet 7, Ward 3; thence runs in a westerly direction with said southern line of said Lot 66 to the northeast corner of Lot 150, Sheet 7, Ward 3; thence runs in a southerly direction with the eastern line of said Lot 150 to the ... corner of said lot; thence runs in a northwesterly direction with the rear or eastern lines of Lots 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189,

Councilman [illegible] voted "Aye"
Councilman Sumner voted "Aye"
Councilman Morgan voted "Aye"
[illegible] voted "Aye"

[illegible] hearing on the Rules and Regulations submitted to the [illegible], Director, and Mr. Samuel J. Fisher, Chairman [illegible] answer any questions.

[illegible] Morgan moved that the Rules and Regulations sub- [illegible] tion was seconded by Councilman Sumner and unani- [illegible] as follows:

[illegible] REGULATIONS

[illegible] ASHEVILLE

[illegible] CITY

[illegible] an Act entitled "An Act to Establish a Department of Civil [illegible] City of Asheville, to Provide a Civil Service Commission [illegible] for Other Purposes," Ratified by the Gen- [illegible] April, 1953.

[illegible] Director of the Civil Service Board and whenever the [illegible] Secretary of the Civil Service Board, and the word [illegible] of Asheville.

[illegible] competitive test of applicants for the respec- [illegible] of the City of Asheville, the Secretary and the head of the [illegible] shall prepare such a test including the qualifications [illegible] shall be under the direction and supervision [illegible] and place on which test shall be held and the Secre- [illegible] the same in the newspaper having the [illegible] a notice in a conspicuous place in [illegible].

[illegible] tal the Secretary shall submit it or them to the Director [illegible] shall be to examine or review the questions and [illegible] the papers and report their findings at the next regular [illegible] is of the opinion that the applicant or applicants have [illegible] placed upon the eligible list in the order [illegible] tive tests. The Secretary shall retain all examination [illegible].

[illegible] that the only notice required shall be the [illegible] duty [illegible] in the department where vacancy is to [illegible].

[illegible] who does not satisfy the Board as to age, sex, physi- [illegible] with the exception or fraud in connection with any test. [illegible] of applicants shall be rejected.

[illegible]:

[illegible] shall meet the following requirements as to age:

[illegible] who has reached his 21st birthday and not have reached his 30th [illegible] shall not be [illegible] after employee has reached 50 years of age.

[illegible] who has reached his 21st birthday and not have reached his 30th [illegible] shall not be [illegible] after employee has reached 50 years of age.

[illegible] shall be governed by the North Carolina Labor Statute [illegible] by applicants physical ability to perform duties required [illegible] application.

[illegible] held by Classified Service, the war record of candi- [illegible] consideration by the Board in addition to other qualifica- [illegible].

[illegible] by reason of Civil Service tests, with their grades, [illegible] and shall be open to public inspection. The names of such [illegible] respective lists in the order of their standing on test, and with- [illegible] list. The name of no person shall remain on the register of eligibles [illegible] application, and a new test.

[illegible] for any position unier the Classified Service of the City of Ashe- [illegible] position, when necessary, shall make temporary appointment [illegible] temporary appointment shall not exceed 60 working days and shall not [illegible] day at any time before the expiration of the 60 day period shall [illegible] additional 60 days upon passing a test to be fixed by the Board. [illegible] require the City to keep such temporary employee on the payroll for [illegible] days required.

7. [illegible]:

[illegible] competitive tests and on the recommendation of the head of the depart- [illegible] efficiency, character, conduct, age and health, seniority to be given [illegible], all other qualifications being equal.

8. ELIGIBLE LIST - 2 YEARS:
Any applicant whose name has been on the register of eligibles for a period of two years without appointment, applicant shall be required to make new application and be re-examined. Any eligible applicant refusing appointment to a position for which he has been examined shall have his name removed from the register of eligibles for that classification unless he supplies the Board with a valid reason.

9. RE-EMPLOYMENT:
When an employee is separated from the Classified Service thru no fault or delinquency on his part he may be reinstated on the eligible list upon his application, in the order of his standing, without further test except as to moral character and physical fitness.

10. RE-INSTATEMENT:
Any applicant who has been dismissed from the Classified Service or demoted for cause may not take an examination for re-appointment to any position under Civil Service for a period of one (1) year from date of such demotion or dismissal.

11. RESIDENCE:
Applicants for employment in the Classified Service of the City of Asheville shall have been residents of the City of Asheville for a period of one year and shall remain residents so long as employed in the Classified Service. This requirement, however, may be waived upon written request of the appointing authority to the Board in filling positions in which technical, scientific, special skill or special qualifications are required or necessary, also it may be waived when the local supply of applicants becomes inadequate to fill vacancies.

12. PROBATION:
No appointment, employment or promotion in any position in the Classified Service shall be deemed complete until after the expiration of a period of six months probationary service during which time the appointing authority may terminate the services or enforce demotion of any person employed in such probationary status provided he or she is unfit or unsatisfactory for service. Persons dismissed during the probationary period shall not be entitled to a hearing or trial before the Civil Service Board. Persons demoted shall be eligible for lower vacancy if available, otherwise, he will return to the eligible list in accordance with his standing as determined by the Board.

13. RESPONSIBILITY - DEPARTMENT HEADS:
The administrative head of each respective department is held responsible for the proper conduct of his department and for the enforcement of the rules of the Board. He may discharge, reduce in rank, or suspend without pay, any member of his respective department for violating any constitutional law, state law, city ordinance or rule of the City Council pertaining to his work, or of misconduct to the Board; or to his superior officer or officers; conduct unbecoming an employee of the City, conduct which might bring discredit upon, or disrepute to the City; insubordination, inefficiency, oppressive use of his authority, or neglect of duty; provided, however, that no member of the Classified Service shall be suspended for a period longer than ninety days, and provided further, that any member discharged, reduced in rank, or suspended, shall have the right of appeal as set out in the Civil Service Act. No employee shall belong to any organization which has been designated as subversive by Attorney General of the United States. The Civil Service Board being mindful of its obligation to the Citizens of Asheville, fully accepts its responsibility to see that the above requirements are strictly enforced.

14. ANNUAL EFFICIENCY RATINGS:
There shall be a record kept of the efficiency ratings of officers and employees in the Classified Service. The heads of the respective departments shall furnish to the Secretary during the month of January of each year, a report of the ratings and conduct of all the employees of his department for the previous year. This report must not be perfunctory but must actually reflect a true condition. The Secretary shall cause this information to appear on the personal records of the Classified employees.

15. TRANSFERS:
No member of the Classified Service shall transfer from one department to another except on the recommendation of the administrative head of each respective department affected and approved by the Director of the Board.

16. TESTS - NON-COMPETITIVE:
Laborers, unskilled workers, shall not be required to take competitive tests but must furnish such evidence as legal residence, physical ability to perform labor as required, honesty, sobriety, good character, age, experience and number of dependents. The Board requires this information for classification purposes before certification of the employee, and an eligible list shall be prepared from this information with the date of application being considered.

17. LEAVE OF ABSENCE:
Employees must give written request for leave of absence to department head, except for annual or sick leave. Leave of absence may be granted for a specific length of time and without pay, provided that any leave of absence in excess of annual leave or sick leave shall be approved by the Board upon recommendation of department head.

18. VEHICLES - RESPONSIBILITY - USE OF VEHICLES:
USE OF CITY OWNED VEHICLES: - No employee shall be permitted to use any City owned car, truck, or machine for his own personal use. Emergency use of such vehicles in case of sickness or injury is permitted. No employee shall be permitted to haul any person except an employee of the City of Asheville engaged in official business [illegible] authorized to do so by a superior officer or when hauling such a person is necessary and justifiable.

Operation of all City owned cars or trucks shall be the responsibility of each operator as to accidents and his Board record shall show accidents for which he is responsible. All employees shall immediately report all accidents in detail to their department head. Failure to observe the above rules shall be reported by the department head to the Secretary of the Board.

19. REPORTING FOR DUTY:
Any employee who fails to report for duty for a period of five (5) days without notifying the department head, shall be considered prima facie evidence that employee has resigned.

20. DEPARTMENTAL RULES:
Each department head shall make rules for its members which are not repugnant to the rules made by the Board and approved by the City Council for the enforcement of the rules of the Board.

21. INTOXICANTS:
Employees are positively prohibited from drinking alcoholic beverages while on duty or prior to going on duty. The odor of an intoxicant upon the breath of any employee shall be sufficient grounds for disciplinary action by the department head.

...y liquor, beer, narcotic or other intoxi-
...court case. The head of each department
..., stolen property, or intoxicants, and he only shall
...g.

...the telephone or by letter, while on or off
... shall not use profane language, and he
...ment. Any flagrant violation shall subject

...on duty, nor shall he make statements in
..., his department or the City Government.
..., to the superior officer on duty.

...off, or with insubordination may be promptly suspended
... any form of manifested resistance to orders
... regulations.

... is any work for hire that will
...ville.

... gifts or rewards or gratuities of any kind for
... The purpose of this rule shall be to eli-
... and any person, firm or corporation
... gift or reward. All funds or gifts re-
... of his department. The members of the depart-
... funds or gifts - all funds shall be sub-
...

... charged, suspended or ejected by the
... shall have the right of appeal to the Board. Such
... of such discharge, suspension or
... the head of the department who issued such
... the Board all papers and evidence which form
... or demoting the employee. Upon the filing of
... date, time and place for the hearing of
... shall be held at the next regular meeting of the Board
... that purpose. All hearings on said appeal shall
... might be present and be represented by counsel.
... request the Board to subpoena any witnesses
... may be continued from time to time as the Board
... a complete record of all testimony, exhibits
... appeal. The Board at the conclusion of the
... executive session to consider the evidence and the
... as to proper conclusion to be reached by it
... ...

... which they wish to bring before the Board
... respective department in writing. The head
... communications to the Board with written recommen-
...

... may, for reason the Director shall not be avail-
... of the City of Asheville as provided for in Section 12
... to delegate his ministerial function in the certifi-
... shall perform the duties of the Director in re-
... make such certification. Such authorization to
...

... upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 23, 1953 - 4:00 o'clock P. M.

... Thursday, July 23, 1953, at 4:00 o'clock P. M. with
... Bishop, F. W. Mulvaney, C. E. Morgan, W. I. Abernethy
... Daniel E. W. Wells, and Mayor F. W. Eller.

... minutes were read and approved.

... from the Planning and Zoning Commission recommending the rezoning
... the New Leicester Highway (formerly known as County Home Road)
... Trading Area.

July 18, 1953

At the July 17, 1953 meeting of the City of Asheville Planning and Zoning Commission the following action was taken on the matter of rezoning which was referred to the Commission by the City Council:

The City of Asheville Planning and Zoning Commission recommends to the City Council that the land shown to follow be rezoned from R-6 to Neighborhood Trading Area.

Very truly yours,

/ Henry Redmond
Henry Redmond

Councilman Abernethy moved that the above recommendation of the Planning and Zoning Commission be accepted, and that the Corporation Counsel prepare ordinance rezoning the property as specified by the City Council, and that a notice and publication of the proposed change be published in the Asheville Citizen, which motion was seconded by Councilman Morgan and unanimously carried.

Ordinance No. 359, being "AN ORDINANCE AMENDING AND REENACTING SECTION 12 OF ORDINANCE NO. 1233, ENTITLED 'AN ORDINANCE REGULATING AND RESTRICTING THE USE OF LAND AND BUILDINGS, THE HEIGHT AND BULK OF BUILDINGS, THE AREA OF LOTS AND OTHER OPEN SPACES, AND THE DENSITY OF POPULATION IN THE CITY OF ASHEVILLE, AND FOR SAID PURPOSES DIVIDING THE CITY INTO DISTRICTS; PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREOF; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH'", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously passed on its third and final reading, with the following vote:

Councilman Abernethy voted "Aye"
Councilman Mulvaney voted "Aye"
Councilman Delaney voted "Aye"
Councilman Morgan voted "Aye"
Councilman Bishop voted "Aye"
Councilman Miller voted "Aye"

ORDINANCE NO. 360

AN ORDINANCE AMENDING ORDINANCE NO. 1233, ENTITLED "AN ORDINANCE REGULATING AND RESTRICTING THE USE OF LAND AND BUILDINGS, THE HEIGHT AND BULK OF BUILDINGS, THE AREA OF LOTS AND OTHER OPEN SPACES, AND THE DENSITY OF POPULATION IN THE CITY OF ASHEVILLE, AND FOR SAID PURPOSES DIVIDING THE CITY INTO DISTRICTS; PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREOF; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH."

Section 1. That from and after the 7 day of August, 1953 the water rates for the City of Asheville for the metered water supply system shall be:

First 600 cubic feet or fraction thereof used per month, minimum charge $1.65 allowing 2,200 gallons
Next 27,800 gallons or fraction thereof used per month, 62¢ per 1000 gallons.
Next 170,000 gallons or fraction thereof used per month, 45¢ per 1000 gallons.
Next 300,000 gallons or fraction thereof used per month, 31¢ per 1000 gallons.
All water used over 500,000 gallons, 15¢ per 1000 gallons.
One cubic foot equals 7½ gallons

Section 2. The rates and charges for current consumers connected with the mains of water supply shall be:

5/8"	10¢ per month	3"	$1.25 per month
3/4"	12¢ per month	4"	$2.00 per month
1"	18¢ per month	6"	$4.50 per month
1 1/2"	50¢ per month	8"	$6.50 per month
2"	65¢ per month	12" [illegible]	[illegible] per month

Section 3. That all ordinances or clauses of ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 9 day of July, 1953.

John J. Peterson
SECONDED BY: Frank Delaney
COUNCILMAN

Read, approved and adopted, this 23 day of July, 1953, to become effective 7 day of August, 1953.

F. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
ASSISTANT COUNCIL

[illegible] Co.
[illegible] City [illegible] Building)

Councilman Morgan introduced a resolution authorizing Mayor to execute lease with Dr. Pearce Roberts, Jr. for space in city building, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 13 at page 154.

[illegible] ...ville, the party of ... [illegible] ...rolina, hereinafter ... [illegible] ...rolina, hereinafter called ...

...l covenant ... as follows: ...

...llowing described ...ed, viz.: ... [illegible] ...the City Hall building, Asheville, North ... [illegible] ...office.

...00/100 ($...00) ...llars per square ... the first day of each ... of this lease.

...of water ...

...5. ... will not ... any alterations in or additions to the premises without the written consent of the ... and ... shall ... at the termination of the term of this lease in as ... condition as they ... at the beginning, except for the elements, fire, or other unavoidable casualty, all repairs to which the lessee ... to install.

... water service, heat, ... lessor shall not ... the lessee fail ...

... and tenantable condition during the ... the lessee, his agents, ...

... without the fault ... the lessee ... as possible, ... without such fault or neglect ... the want of ... instruction of ... lessee from ... declines to ... to ... kind of ...

... made by either of the ... of the equipment put in at the expense ... connected with the premises ...

... the United States ... during the ... term.

... the leased premises shall be deserted ... any part thereof as herein specified, or ... without the consent of the lessor the lessee shall sell, assign, or mortgage this lease or if default ... made in the performance of any of the covenants and agreements contained in this lease on the part of the ... to be kept ... any of the statutes, ordinances, ... of the City Government of ... any and all ... lessee shall file a petition in bankruptcy or be ... of creditors or take advantage of any insolvency ... terminate this lease and the term hereof, by ... in writing, and upon the giving of such ... lessee shall ... the premises to the lessor on the date fixed in ... notice, and ... this lease for the termination or expiration ... demised premises.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, and attested by its Assistant City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has signed and sealed these presents, the day and year first above written; this contract being executed in duplicate originals, one of which is to be retained by each of the parties.

CITY OF ASHEVILLE

By _____ E. W. Eller MAYOR

_____ (SEAL)

Councilman Sumner introduced a resolution appointing members and alternate members to Board ... motion of Councilman Sumner, seconded by Councilman ...

... shall be found in Resolution Book #3 at page 185.

... Mayor Weir reported that ... [illegible] ...of water.

... [illegible] ...

... [illegible] ...City ... [illegible] ...

... [illegible] ...compliance with the law of ... [illegible] ...to see if this ... [illegible] ...could, ... [illegible] ...

... [illegible] ...

Geo. Evans

Margaret Simmons

Thursday, July 30, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 30, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, W. I. Abernethy, J. W. McRary, M. C. Peterson, T. B. Sumner, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

... [illegible] ...

A communication was received from the Civil Service Board enclosing a resolution passed by the Board recommending in cases of appeal to the Board where the employee is desirous of having counsel but is financially unable to pay the expense thereof that the City make available to him the service of its Corporation Counsel.

WHEREAS, this Board realized that in many cases on appeal the employee may be in the low salary group and hence unable to employ counsel to represent him in defense of charges preferred, and

WHEREAS this Board believes that since the Attorney for this Board will present the charges preferred by the head of the department, that the employee, if financially unable to employ counsel of his own choosing, should have the right to call upon the city to furnish him with counsel so that he may have his day in Court and not lose any of his legal rights because of the want of counsel to represent him.

THEREFORE, BE IT RESOLVED by the Civil Service Board of the City of Asheville that in all cases where the employee advises this Board that he is desirous of having counsel but is financially unable to pay the expense thereof, that the City should make available to him the service of its Corporation Counsel.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the City Council with the recommendation of this Board that, if feasible, the City Council take favorable action on this resolution.

Councilman Morgan moved that the City Council approve the resolution of the Civil Service Board, which motion was seconded by Councilman Sumner and unanimously adopted.

ORDINANCE #359 - AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54

Councilman Sumner introduced Ordinance No. 359, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54", which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Whereupon Councilman Peterson stated that inasmuch as the law provides that the appropriation ordinance is to become effective not later than July 30th, and the Charter of the City of Asheville provides for such a motion as I now make, I move that the requirement that this ordinance be read on three separate days be dispensed with, which motion was seconded by Councilman Morgan, and unanimously adopted.

ORDINANCE #359 - AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54

Ordinance No. 359, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54", was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Ordinance No. 359, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54, was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 359

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54

WHEREAS, on the 9th day of July, 1953 the City Council of the City of Asheville adopted an operating budget in the amount of $2,593,885.41 with a debt service of $1,033,426.20, making a total appropriations of $3,627,311.61;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated herein appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1953 and ending June 30, 1954, inclusive:

(a)	General Government	$199,413.62	
(b)	Law	8,263.84	
(c)	Finance	27,677.50	
(d)	Public Welfare	143,706.00	
(e)	Public Safety	785,645.55	
(f)	Libraries	76,598.24	
(h)	Public Works	661,562.16	
(i)	Parks and Playgrounds	136,764.70	
	Civil Service	10,025.00	
	Total General Operating		$2,049,656.61
(j)	Water Department Operating		544,228.80
	Total		$2,593,885.41
	Debt Service		
	Principal and Interest		
	General Refunding Bonds	565,555.00	
	Water Refunding Bonds	230,000.00	
	New Water Bond Issue	237,871.20	
	Total Debt Service		1,033,426.20
	Total appropriations		$3,627,311.61

Section 2. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and the appropriations made and approved as aforesaid.

Section 3. That this ordinance shall be in full force and effect upon the date of final passage.

I move the adoption of the foregoing ordinance, this 30 day of July, 1953.

T. B. Sumner
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

...ed, approved and adopted, this 30 day of July, 1953, to become effective 30th day of July, 1953.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Councilman Morgan introduced Ordinance No. 360, being "AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54", which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

City Manager Weir advised the Council that Dr. Lord, City Health Officer, had imposed restrictions on the use of water in both rural and urban areas, in order to conserve the dwindling supply.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 6, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 6, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, M. C. Peterson, W. I. Abernethy, F. M. Mulvaney, T. B. Sumner, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Ordinance #360, being "AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54", was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Mayor Eller voted "aye"

City Manager Weir presented the audit report of the Asheville Board of Alcoholic Control for the period ending June 30, 1953.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 13, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 13, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, F. M. Mulvaney, C. E. Morgan, T. B. Sumner, W. I. Abernethy, J. W. McRary, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Ordinance #360, being "AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54", was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 360

AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1953-54

WHEREAS, on the 30th day of July, 1953 the City Council of the City of Asheville passed an ordinance adopting an operating budget in the amount of $2,593,885.41 with a debt service of $1,033,426.20, and appropriating $3,627,311.61 therefor;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That a tax rate of $1.61 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.8679 per $100.00 valuation for operating expenses, and .7421 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1953-54 as aforesaid.

Section 2. That this ordinance shall be in full force and effect upon the date of final passage.

I move the adoption of the foregoing ordinance, this 30 day of July, 1953.

C. E. Morgan
COUNCILMAN

SECONDED BY: W. I. Abernethy
COUNCILMAN

Read, approved and adopted, this 13 day of August, 1953, to become effective 13 day of August, 1953.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

ORDINANCE #361 - 361 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE

This being the date set for the public hearing on Ordinance #361, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", Councilman Abernethy introduced said Ordinance #361.

Following the public hearing, Ordinance #361 was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

NEGRO RECREATIONAL FACILITIES

Harold Epps, spokesman for a committee of negro citizens, appeared before the Council to inquire about negro recreational facilities and if there are any plans for improving these facilities.

City Manager Weir advised this group that an engineering survey had shown that it was not feasible to move a large quantity of dirt to fill in at Walton Street on account of the limited improvements; that money had been appropriated to purchase additional equipment and make improvements at Walton Street Park, which would be begun at the close of the present park season, and that the City in cooperation with the Asheville City Schools will develop the Hill Street School recreational field.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

State of North Carolina
Department of Archives and History
Raleigh

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(Signed) H. O. Stuart
Camera Operator

Date 7-10-73

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